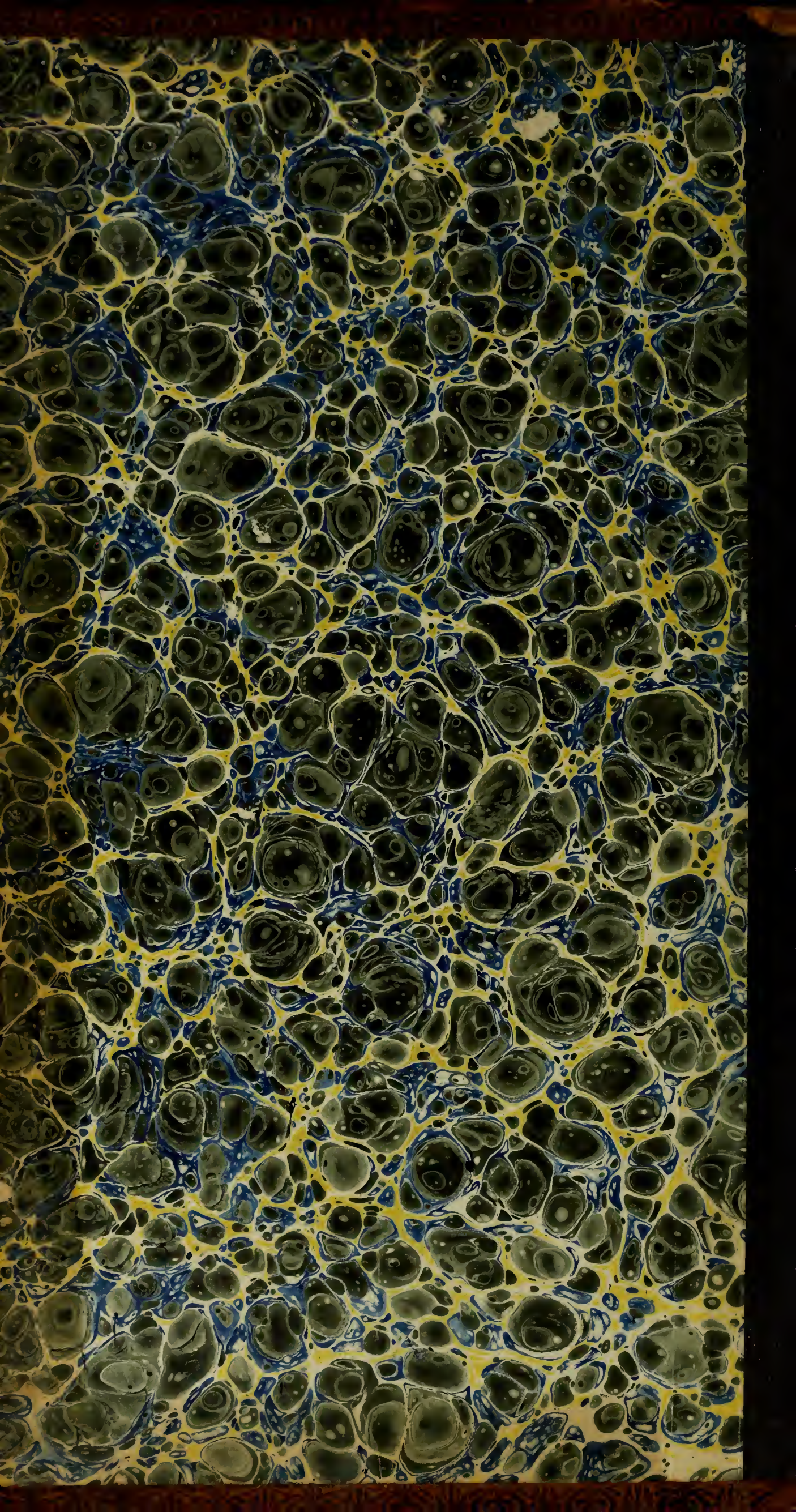
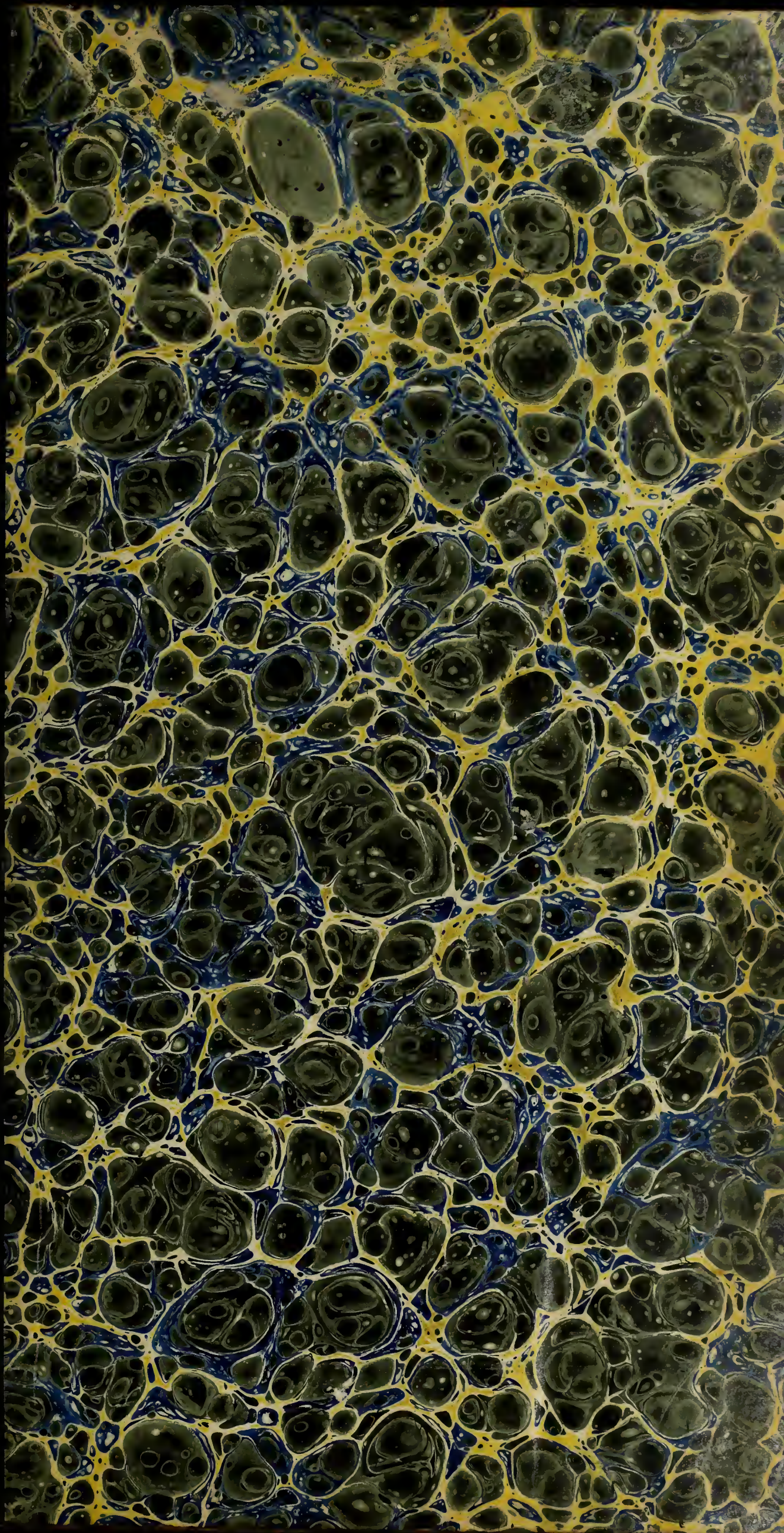
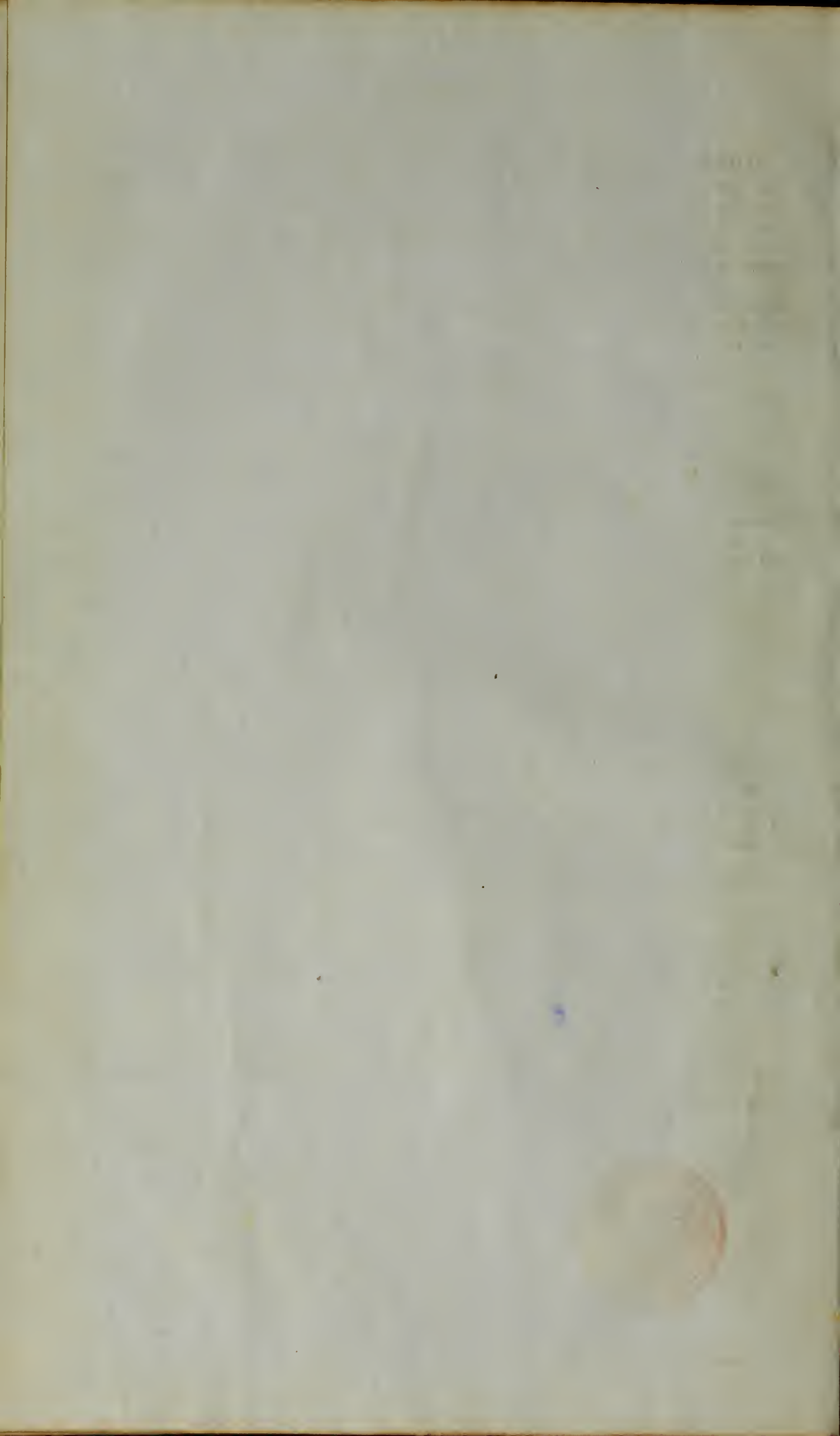


BOX # 2 DEEDS BY YEAR 1851 TO 1864







Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Fifty dollars paid to them by William P. Carter of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said Carter and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered one hundred & ninety three on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the aforegranted premises unto the said William P. Carter, his heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Carter and his heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Carter for the purposes above expressed; and that they will warrant and defend the same unto the said Carter and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty sixth day of April in the year of our Lord one thousand eight hundred and fifty one



Oliver M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Fifty dollars paid to them by Andrew Moody of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said Moody and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered One hundred and ninety on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the aforegranted premises unto the said Andrew Moody his heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Moody and his heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Moody for the purposes above expressed; and that they will warrant and defend the same unto the said Moody his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the ninth day of June in the year of our Lord one thousand eight hundred and fifty one



Olive M Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Forty* dollars paid to them by *John Morrison* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Morrison* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Two hundred and seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *John Morrison, his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Morrison & his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Morrison* for the purposes above expressed; and that they will warrant and defend the same unto the said *Morrison his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *June* in the year of our Lord one thousand eight hundred and *fifty one*

Oliver M. Whipple President.

John P. Rogers Clerk.



Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Forty* dollars paid to them by *James B. Morrison* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Morrison* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. Twenty Four* and numbered *Thirty Eight* — on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Morrison* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Morrison and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Morrison* for the purposes above expressed; and that they will warrant and defend the same unto the said *Morrison and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty third* day of *June* in the year of our Lord one thousand eight hundred and *fifty one* —



Oliver M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of

John P. Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of ~~Seventy~~ *forty* dollars paid to them by *Niram Hanson* of *Sudbury, Mass.* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hanson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Wilberforce Avenue* and numbered *Fine hundred & sixty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred & superficial square feet.*

To have and to hold the aforegranted premises unto the said *Hanson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hanson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hanson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hanson his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifth* day of *July* in the year of our Lord one thousand eight hundred and *Fifty one*



Olive W. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of *Jacob Rogers*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Forty* dollars paid to them by *Mary Bradley & Catherine Polson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bradley & Polson* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Wilberforce Avenue* and numbered *Five hundred & sixty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred & -* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bradley & Polson* *their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bradley & Polson* and *their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bradley & Polson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bradley & Polson* *their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *July* in the year of our Lord one thousand eight hundred and *fifty one*



Oliver M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *Benjamin Dean Jr* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Dean* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Two hundred & three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Dean* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dean and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dean* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dean and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifth* day of *July* in the year of our Lord one thousand eight hundred and *Fifty one*



Olier M Whipple President.

John P Rogers Clerk.

Executed and delivered in presence of *Jacob Rogers*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *William Watson & Edward More* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Watson & More* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Thirteen hundred & thirty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees their heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Watson & More* & their heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantees their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Watson & More* and their heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Watson & More* for the purposes above expressed; and that they will warrant and defend the same unto the said *Watson & More* & their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty third* day of *April* in the year of our Lord one thousand eight hundred and *fifty*



Olive M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of *Jacob Rogers*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Ezekiel Carter* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Carter* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number One* and numbered *Seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Ezekiel Carter and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Carter and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Carter* for the purposes above expressed; and that they will warrant and defend the same unto the said *Carter & his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty second* day of *May* in the year of our Lord one thousand eight hundred and *fifty two*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Jacob Rogers*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John Buckland* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Buckland* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred and eighty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *John Buckland* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Buckland* and *his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Buckland* for the purposes above expressed; and that they will warrant and defend the same unto the said *Buckland* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty eighth* day of *May* in the year of our Lord one thousand eight hundred and *fifty two*.



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Robert Hope* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Robert Hope*
 and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path Number Thirty Three* and numbered
Eight hundred fifty three on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Robert Hope and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Hope and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Hope* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Hope and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Second* day of *June* in the year of our Lord one thousand
 eight hundred and *fifty two*



Oliver M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of *God fearer*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty one* dollars paid to them by *Simon Blinn* of *Lowell Mass* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Blinn* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No thirty* and numbered *Eight hundred and five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Blinn and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Blinn and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Blinn* for the purposes above expressed; and that they will warrant and defend the same unto the said *Blinn and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty first* day of *June* in the year of our Lord one thousand eight hundred and *fifty one*



President.

John P. Hays

Clerk.

Executed and delivered in presence of

Jacob Hays

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Rufus F. Hutchinson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hutchinson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Ninety Five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hutchinson* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hutchinson* and *his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hutchinson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hutchinson* and *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *July* in the year of our Lord one thousand eight hundred and *fifty two*.



Oliver M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of *Nearry Manahan*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Jonathan Kimball* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Kimball* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Twenty two* and numbered *Two hundred & forty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Kimball* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Kimball* and *his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Kimball* for the purposes above expressed; and that they will warrant and defend the same unto the said *Kimball* and *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty fourth* day of *July* in the year of our Lord one thousand eight hundred and *Fifty two*



Oliver M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of *George L. Seaver*

No. 508

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Fifty* dollars
paid to them by *William Newman* of *Lorrell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Newman*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated *on the* way called *Washington Avenue* and numbered
Five hundred and Eight on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *and his* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred &c*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Newman and his*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Newman and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Newman* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Newman and his* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *Twenty seventh* day of *July*, in the year of our Lord one thousand
eight hundred and *fifty two*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

George L. Seamon

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Nector McArthur* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *McArthur* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *fourteen hundred* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *McArthur and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *or his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *McArthur and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *McArthur* for the purposes above expressed; and that they will warrant and defend the same unto the said *McArthur and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *second* day of *August* in the year of our Lord one thousand eight hundred and *and fifty two*



Oliver M. Whipple President.

John Rogers Clerk.

Executed and delivered in presence of *John Rogers*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Benjamin Wabon* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wabon* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated *Near* the way called *Path number Sixty nine* and numbered *Ten hundred & eighty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Wabon and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wabon and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wabon* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wabon and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *August* in the year of our Lord one thousand eight hundred and *fifty two*



Oliver W. Whipple President.

John S. Rogers Clerk.

Executed and delivered in presence of

Acot Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Nine* dollars paid to them by *Moses and Jacob Kelly* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Moses & Jacob* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *One hundred and Ninety four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Moses & Jacob* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Moses, Jacob and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Moses, Jacob* for the purposes above expressed; and that they will warrant and defend the same unto the said *Moses, Jacob and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *November* in the year of our Lord one thousand eight hundred and *Fifty Two*



Olive M Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

George L. Seaver

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Godfrey B King* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *King* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Two hundred and Six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *King* and his heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *King and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *King* and his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *King and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *King* for the purposes above expressed; and that they will warrant and defend the same unto the said *King and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Third* day of *September* in the year of our Lord one thousand eight hundred and *Fifty, two*



Oliver M. Whipple President.

John H. Rogers Clerk.

Executed and delivered in presence of

John H. Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *George F & John W. Bartlett* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *George F & John W. Bartlett* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number thirty seven* and numbered *Eight hundred & twelve* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees & their heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *George F & John W. Bartlett* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *George F & John W. Bartlett* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *George F & John W. Bartlett* for the purposes above expressed; and that they will warrant and defend the same unto the said *George F & John W. Bartlett* and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *ninth* day of *September* in the year of our Lord one thousand eight hundred and *fifty two*



Alice W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Abraham W. Sargent

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Samuel S Rugg* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Rugg*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Thirteen hundred & ninety nine on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *& his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Rugg and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *and his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Rugg and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Rugg* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Rugg and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty eighth* day of *October* in the year of our Lord one thousand
 eight hundred and *Fifty Two*



Olive M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

George L. Seaver

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *Joseph E. Chase* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Chase* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Two hundred and two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Five hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Chase and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Chase and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Chase* for the purposes above expressed; and that they will warrant and defend the same unto the said *Chase and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *November* in the year of our Lord one thousand eight hundred and *Fifty Two*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Benjamin W Stuart* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Stuart* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated ~~on~~ the way called *Path Number Thirty Seven* and numbered *Eight hundred and thirty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Stuart and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stuart and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stuart* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stuart and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twelfth* day of *December* in the year of our Lord one thousand eight hundred and *Fifty two*



Olivia M Whipple President.

John P Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Daniel G Greenleaf* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Greenleaf* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Ten* and numbered *Five hundred and forty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Daniel G Greenleaf and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Greenleaf and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Greenleaf* for the purposes above expressed; and that they will warrant and defend the same unto the said *Greenleaf and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *first* day of *March* in the year of our Lord one thousand eight hundred and *Fifty three*



Oliver W. Whipple President.

John P. Hays Clerk.

Executed and delivered in presence of
Oliver W. Whipple

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Alfred Berry* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Berry*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
One hundred and ninety one on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Berry and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Berry and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Berry* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Berry and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *fourth* day of *March* in the year of our Lord one thousand
 eight hundred and *Fifty Three*



Oliver M. Whipple President.

Wm. F. Rogers Clerk.

Executed and delivered in presence of

Geo. L. Seaver

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Nine* dollars paid to them by *Arthur Eames* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Eames*, and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Twenty Five* and numbered *Twenty Seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Eames and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Eames and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Eames* for the purposes above expressed; and that they will warrant and defend the same unto the said *Eames and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Second* day of *March* in the year of our Lord one thousand eight hundred and *Fifty three*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Robert Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Charles Honey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Honey* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fourteen* and numbered *One hundred and forty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Honey and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Honey and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Honey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Honey and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty five* day of *March* in the year of our Lord one thousand eight hundred and *Fifty three*.



Oliver M. Whipple President.

John H. Rogers Clerk.

Executed and delivered in presence of *John H. Rogers*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *E. Hapgood and C. P. M. Whitten* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Whitten & Hapgood* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Ninth Number Eight* and numbered *Five hundred & thirty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees their heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *E. Hapgood & Whitten's* their heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *E. Hapgood & Whitten's* their heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *E. Hapgood & Whitten's* for the purposes above expressed; and that they will warrant and defend the same unto the said *E. Hapgood & Whitten's* their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty eighth* day of *March* in the year of our Lord one thousand eight hundred and *Fifty two*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Genl K & Chas H Weston* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Westons* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Twenty Seven* and numbered *Forty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Genl K & Charles H & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Genl K & Charles H & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Genl K & Charles H* for the purposes above expressed; and that they will warrant and defend the same unto the said *Genl K & Charles H and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty ninth* day of *April* in the year of our Lord one thousand eight hundred and *fifty three*



Oliver W Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of *Jacob Rogers*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Charles May* of *Lowell - Mass* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *May* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Six hundred and eighty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *and his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *May and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *and his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *May and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *May* for the purposes above expressed; and that they will warrant and defend the same unto the said *May and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *May* in the year of our Lord one thousand eight hundred and *Fifty three*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Gerde Seaver*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Emmons Tweed* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Tweed*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Six hundred & eighty nine on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Tweed and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Tweed and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Tweed* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Tweed and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty first* day of *May* in the year of our Lord one thousand
 eight hundred and *fifty three*



Chas. W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *George L. Leavins*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *John A. Moody* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Moody* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Ruth number Sixty Seven* and numbered *Seven hundred and ninety four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* — superficial square feet.

To have and to hold the aforegranted premises unto the said *Moody and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit: —

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Moody and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Moody* for the purposes above expressed; and that they will warrant and defend the same unto the said *Moody and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *tenth* day of *June* in the year of our Lord one thousand eight hundred and *Fifty three*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Geod Jensen*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *He & Sorrens* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sorrens*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path Number Twenty Nine* and numbered
One hundred and Sixty four on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Sorrens and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Sorrens and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Sorrens* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Sorrens and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Eighth* day of *August* in the year of our Lord one thousand
 eight hundred and *fifty three*

Oliver W. Whipple President.

John F. Rogers Clerk.



Executed and delivered in presence of *Lucas Rogers*

No. 709

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Charles Sherman* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sherman* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Seven hundred and nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* — superficial square feet.

To have and to hold the aforegranted premises unto the said *Sherman and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sherman and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sherman* — for the purposes above expressed; and that they will warrant and defend the same unto the said *Sherman and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirteenth* day of *August* in the year of our Lord one thousand eight hundred and *fifty three*



Olin W Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John Rogers

No. 987

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *J. T. O. West* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *West* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No Sixty* and numbered *Nine hundred eighty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *West and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *West and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *West* for the purposes above expressed; and that they will warrant and defend the same unto the said *West and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *August* in the year of our Lord one thousand eight hundred and *Fifty three*



Oliver M. Whipple President.

John F. Ryan Clerk.

Executed and delivered in presence of *J. M. Stickney*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *George Burm* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Burm* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Seven hundred and thirty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Burm and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Burm and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Burm* for the purposes above expressed; and that they will warrant and defend the same unto the said *Burm and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty ninth* day of *August* in the year of our Lord one thousand eight hundred and *fifty three*

Oliver W. Whipple President.

John F. Rogers Clerk.



Executed and delivered in presence of

Geo. L. Spear

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Colley Fisher* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Fisher* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Eleven hundred fifty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Fisher and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fisher and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fisher* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fisher and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty second* day of *September* in the year of our Lord one thousand eight hundred and *fifty three*



Anna W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Geo. L. Seaver*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Mr. Allen Hazzet* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hazzet* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Sixty* and numbered *Nine hundred Eighty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hazzet and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hazzet and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hazzet* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hazzet and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty fourth* day of *September* in the year of our Lord one thousand eight hundred and *Fifty three*



Oliver W Whipple President.

John F. Rizer Clerk.

Executed and delivered in presence of

Georg Seaver

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Isaac Hodgman* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hodgman*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *North number Sixty* and numbered
Nine hundred Eighty one on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Hodgman and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Hodgman and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Hodgman* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Hodgman and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty Sixth* day of *September* in the year of our Lord one thousand
 eight hundred and *Fifty Three*



Oliver W Whipple President.

John A. Rogers Clerk.

Executed and delivered in presence of *Herb Jensen*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Jesse Fox* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Jesse & Geo. H.* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Sixty* and numbered *Nine hundred Eighty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Jesse & Geo. H.* and *their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *or their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Jesse & Geo. H.* and *their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Jesse & Geo. H.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Jesse & Geo. H.* and *their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twentieth* day of *October* in the year of our Lord one thousand eight hundred and *Fifty three*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Geo. L. J. J. J.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Forty Five* dollars
 paid to them by *Tappan Newborth* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Newborth*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated ~~on the~~ ^{between} ways called *Paths No Sixty and Sixty nine* and numbered
Nine hundred eighty on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet. *also the spaces of land lying between said lot, and the paths aforesaid*
provided it shall not intrude on those paths, or on any other lot
 To have and to hold the aforegranted premises unto the said *Newborth* and *his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled “An Act to incorporate the Proprietors of the Lowell Cemetery.”

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Newborth and *his* heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Newborth* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Newborth* and *his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Fifteenth* day of *November* in the year of our Lord one thousand
 eight hundred and *fifty three*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Geor. L. French*

No. 995

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Mary Green* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Mary* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty seven* and numbered *nine hundred ninety five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Mary and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mary and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mary* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mary and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *nineteenth* day of *September* in the year of our Lord one thousand eight hundred and *fifty five*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *Henry A. Page* *Geo L. Searn*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *John McDonald* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *McDonald*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path number Thirty Five* and numbered
Eight hundred thirty three on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *McDonald and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *the* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
McDonald and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *McDonald* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *McDonald and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Eight* day of *December* in the year of our Lord one thousand
 eight hundred and *fifty three*



 President.

 Clerk.

Executed and delivered in presence of *to be 18 testimony*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Benjamin W. Webber* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Webber* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Thirty Five* and numbered *Eight hundred thirty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *& his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred-* superficial square feet.

To have and to hold the aforegranted premises unto the said *Webber and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Webber and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Webber* for the purposes above expressed; and that they will warrant and defend the same unto the said *Webber and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *December* in the year of our Lord one thousand eight hundred and *fifty three*



Oliver M. Whipple President.

John F. Ryan Clerk.

Executed and delivered in presence of *Lea Stutchins and*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *James Bickford* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bickford* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Seven hundred nineteen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bickford and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bickford and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bickford* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bickford and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eightth* day of *December* in the year of our Lord one thousand eight hundred and *fifty three*



President.

John F. Rogers

Clerk.

Executed and delivered in presence of *John F. Rogers*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Lydia S. Grimes* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lydia S.* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Two hundred Eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Threethundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Lydia S. and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lydia S. and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lydia S.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lydia S. and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourth* day of *May* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Fra R Fobom* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Fobom* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Fobom and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fobom and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fobom* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fobom and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *May* in the year of our Lord one thousand eight hundred and *fifty four*

Oliver W Whipple President.

Edm F Rogers Clerk.



Executed and delivered in presence of

Edw Hutchinson

No. 1257.

Receipt Dec 10/87

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *John B. Leavitt & Monmouth Webster* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Leavitt & Webster* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Sixty Five* and numbered *Three hundred fifty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Leavitt & Webster and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *or their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Leavitt & Webster and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Leavitt & Webster* for the purposes above expressed; and that they will warrant and defend the same unto the said *Leavitt & Webster or their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *May* in the year of our Lord one thousand eight hundred and *fifty one*



Oliver M. Whipple

President.

John F. Rogers

Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *Harriet Byden & Harriet A. Shed* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Byden & Shed* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Two hundred three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Byden & Shed & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Byden & Shed and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Byden & Shed* for the purposes above expressed; and that they will warrant and defend the same unto the said *Byden & Shed and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *May* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Genl. Searn

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Catharine Mitchell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Catharine* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Chelms Avenue* and numbered *Thirteen hundred eighty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Catharine and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Catharine and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Catharine* for the purposes above expressed; and that they will warrant and defend the same unto the said *Catharine and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty fifth* day of *May* in the year of our Lord one thousand eight hundred and *fifty four*



Chris M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

W. C. Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty Five* dollars paid to them by *S. T. Birmingham* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Birmingham* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Obelisk Avenue* and numbered *Thirteen hundred Eighty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Birmingham and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Birmingham and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Birmingham* for the purposes above expressed; and that they will warrant and defend the same unto the said *Birmingham and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty fifth* day of *May* in the year of our Lord one thousand eight hundred and *fifty four*



Chas W Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

Ed Hutchinson

No. 998

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *William B Cook* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Cook* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty seven* and numbered *Nine hundred ninety eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Cook and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Cook and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Cook* for the purposes above expressed; and that they will warrant and defend the same unto the said *Cook & his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *May* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver W Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

Gov L Fearing

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Mrs. Stratis N. Hudson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hudson* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty seven* and numbered *nine hundred ninety nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hudson and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hudson & her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hudson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hudson and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *May* in the year of our Lord one thousand eight hundred and *Fifty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Geor. Searrs

No. 969

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Benjamin B. Porter* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Porter* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated, on the way called *Path Number fifty seven* and numbered *Three hundred fifty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Porter and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Porter and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Porter* for the purposes above expressed; and that they will warrant and defend the same unto the said *Porter and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirteenth* day of *July* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Geo L. Jensen

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *fifty dollars* paid to them by *Joseph Evans* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Evans* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated ⁱⁿ ~~on~~ the way called, *Washington Avenue* and numbered *five hundred thirty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Evans and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Evans and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Evans* for the purposes above expressed; and that they will warrant and defend the same unto the said *Evans and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty second* day of *July* in the year of our Lord one thousand eight hundred and *fifty four*



Olive M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Gerlfeaver

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Benjamin W. Penhallow* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Penhallow* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated ~~now~~ the way called *Harvard Avenue* and numbered *Eight hundred twentythree* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Penhallow and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Penhallow and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Penhallow* for the purposes above expressed; and that they will warrant and defend the same unto the said *Penhallow and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twelfth* day of *August* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

O. Muntton

No. 1159.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
paid to them by *Eben & Miriam E. Huse* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Eben & Miriam E.*
and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Path number Fifty nine* and numbered
Seven hundred fifty nine on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *& their* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Eben & Miriam E. and their*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Eben & Miriam E. and their heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Eben & Miriam E.* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Eben & Miriam E. and their* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *Twenty Sixth* day of *August* in the year of our Lord one thousand
eight hundred and *Fifty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Leeds Pearson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Joac Guild* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Guild* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Norrand Avenue* and numbered *Eight hundred Eighty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Guild and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Guild and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Guild* for the purposes above expressed; and that they will warrant and defend the same unto the said *Guild and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty Sixth* day of *August* in the year of our Lord one thousand eight hundred and *Fifty four*



Oliver M. Whipple President.

John F. Hooper Clerk.

Executed and delivered in presence of

Geoffrey

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Thomas Nermith* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Nermith*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path number Forty three* and numbered
Forteen hundred eighty six on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Nermith and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Nermith and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Nermith* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Nermith and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Eighteenth* day of *July* in the year of our Lord one thousand
 eight hundred and *fifty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

A. Muntton

No. 1689

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Miss W. A. Jameson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Jameson* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Sixteen hundred Eighty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* — superficial square feet.

To have and to hold the aforegranted premises unto the said *Jameson and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Jameson and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Jameson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Jameson and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirteenth* day of *September* in the year of our Lord one thousand eight hundred and *fifty four* —



Chas M Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

John F Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Charles B. Richmond* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Richmond* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Rath number fifty eight* and numbered *thirteen hundred seventy five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Richmond* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Richmond and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Richmond* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Richmond and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Richmond* for the purposes above expressed; and that they will warrant and defend the same unto the said *Richmond and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *September* in the year of our Lord one thousand eight hundred and *fifty four* —



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John Warren* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Warren* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty eight* and numbered *thirteen hundred seventy five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Warren and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Warren and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Warren* for the purposes above expressed; and that they will warrant and defend the same unto the said *Warren and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteen* day of *September* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Robert Stevenson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Stevenson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Rath number thirty seven* and numbered *Eight hundred twenty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Stevenson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stevenson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stevenson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stevenson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty third* day of *September* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver W Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

John Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Haniet H. Corbin* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Haniet* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Harvard Avenue* and numbered *Ten hundred thirty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Haniet and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Haniet and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Haniet* for the purposes above expressed; and that they will warrant and defend the same unto the said *Haniet and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty second* day of *September* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

No. 1494

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Homer Bartlett* of *Lowell* the receipt of which, is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bartlett* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty three* and numbered *fourteen hundred twenty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bartlett and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bartlett and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bartlett* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bartlett & his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *October* in the year of our Lord one thousand eight hundred and *Fifty four*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Genl. Sears

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Elizabeth W. Cuneen* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Elizabeth* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Norrand Avenue* and numbered *Eight hundred thirty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Elizabeth and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Elizabeth and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Elizabeth* for the purposes above expressed; and that they will warrant and defend the same unto the said *Elizabeth and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirty first* day of *October* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver M. Whipple President.

John H. Rogers Clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty Five dollars paid to them by John M Maynard of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said Maynard and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Howard Avenue and numbered Eight hundred twenty nine on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the aforegranted premises unto the said Maynard and his heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Maynard and his heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Maynard for the purposes above expressed; and that they will warrant and defend the same unto the said Maynard and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty fifth day of November in the year of our Lord one thousand eight hundred and eighty four



Olive W Whipple President.

John P Rogers Clerk.

Executed and delivered in presence of O. Munton

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *C & C H Maynard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Maynards* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Thirteen hundred thirty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *s* *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Maynards and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *s* *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Maynards and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Maynards* for the purposes above expressed; and that they will warrant and defend the same unto the said *Maynards and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twelfth* day of *December* in the year of our Lord one thousand eight hundred and *fifty four*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *(O. J. Moulton)*
Charles Rogers

Lowell Aug 13 1855 - I have this day made deed for land in Lowell
1. which I appear the General Court was ordered to carry same before
them definitely described in the deed. No 398

Know all Men by these Presents, That the Proprietors
of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
paid to them by *David & Lucy Hild* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *David & Lucy*
and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *South main street* and numbered
Three hundred ninety eight on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantees *David & Lucy*
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *David & Lucy & their*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *David & Lucy* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
David & Lucy heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *David & Lucy* for the purposes above expressed; and that they
will warrant and defend the same unto the said *David & Lucy and their* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *thirteenth* day of *January* in the year of our Lord one thousand
eight hundred and *fifty five*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *George J. Sears*

No. 399

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Paul Hild* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hild* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number seventy one* and numbered *Three hundred ninety nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hild and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hild and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hild* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hild and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirteenth* day of *January* in the year of our Lord one thousand eight hundred and *Fifty five*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Geo. L. Leaver

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Nathaniel Aiko* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Nathaniel* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number seventy one* and numbered *Four hundred* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Nathaniel and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Nathaniel and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Nathaniel* for the purposes above expressed; and that they will warrant and defend the same unto the said *Nathaniel and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *January* in the year of our Lord one thousand eight hundred and *Fifty five*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Geo. L. Sewer*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *Thirty five* dollars paid to them by *George Parks* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Parks* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty seven* and numbered *Eleven hundred forty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Parks and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Parks and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Parks* for the purposes above expressed; and that they will warrant and defend the same unto the said *Parks and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty fifth* day of *January* in the year of our Lord one thousand eight hundred and *fifty five*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *William Miller* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Miller* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number fifty eight* and numbered *Three hundred six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Miller and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Miller and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Miller* for the purposes above expressed; and that they will warrant and defend the same unto the said *Miller and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twelfth* day of *May* in the year of our Lord one thousand eight hundred and *fifty five*—



Olive W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Frederick A. & B. F. Holden of Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Holden's* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Twenty Five* and numbered *Three hundred sixteen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *or their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Holden's and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *or their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Holden's and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Holden's* for the purposes above expressed; and that they will warrant and defend the same unto the said *Holden's and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *ninth* day of *June* in the year of our Lord one thousand eight hundred and *Fifty five*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Geoffrey

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Eighty two* dollars
 paid to them by *Chas B & F Coburn* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Coburns*
 and *their* heirs and assigns, ~~one~~ ^{the} lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated ~~on~~ ^{near} the way called *also space between said lots containing about 110 feet* and numbered
Twelve hundred thirty five ~~lot~~ ^{the number sixty} on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs
 and assigns at all seasonable times. The said lot of land containing *six hundred*
 superficial square feet. *and about one hundred ten feet long between said lots and adjoining them*

To have and to hold the aforegranted premises unto the said *Coburns and their*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Coburns and their heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Coburns* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Coburns and their* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Eleventh* day of *June* in the year of our Lord one thousand
 eight hundred and *fifty five*



Oliver M. Whipple President.

John F. Hayes Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *E. W. Scott* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Scott* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Thirteen hundred thirty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Scott and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Scott and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Scott* for the purposes above expressed; and that they will warrant and defend the same unto the said *Scott and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifteenth* day of *June* in the year of our Lord one thousand eight hundred and *Fifty five*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

J. W. Stickney

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *George Gould* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Gould* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifteen* and numbered *Four hundred thirty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *this* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Gould and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *this* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Gould and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Gould* for the purposes above expressed; and that they will warrant and defend the same unto the said *Gould and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *June* in the year of our Lord one thousand eight hundred and *fifty five*



John W. Whipple President.
John F. Hoys Clerk.

Executed and delivered in presence of

Geoffearn

No. 1874

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Airam Watson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Watson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Twenty Seven* and numbered *One hundred Eighty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Watson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Watson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Watson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Watson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty Third* day of *June* in the year of our Lord one thousand eight hundred and *Fifty Five*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *John F. Rogers*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *As. B. & Henry* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *As. B. & Henry* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number ten* and numbered *Eight hundred seventy seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *As. B. & Henry* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *As. B. & Henry* and their heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *As. B. & Henry* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *As. B. & Henry* and their heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *As. B. & Henry* for the purposes above expressed; and that they will warrant and defend the same unto the said *As. B. & Henry* and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty Seventh* day of *June* in the year of our Lord one thousand eight hundred and *Fifty Five*



Chas. M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Nelson Conibe* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Conibe* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Thirteen hundred thirty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Conibe and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Conibe and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Conibe* for the purposes above expressed; and that they will warrant and defend the same unto the said *Conibe and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Second* day of *August* in the year of our Lord one thousand eight hundred and *fifty five*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Geo L. Jewett

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Paul Jenkins* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Jenkins* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Thirteen hundred thirty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Jenkins and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Jenkins and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Jenkins* for the purposes above expressed; and that they will warrant and defend the same unto the said *Jenkins and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty ninth* day of *August* in the year of our Lord one thousand eight hundred and *fifty five*.



Olin M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

No. 1497

Exchange

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Charles C Chase* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Chase* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty three* and numbered *Fourteen hundred ninety seven* the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Chase and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Chase and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Chase* for the purposes above expressed; and that they will warrant and defend the same unto the said *Chase and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty first* day of *August* in the year of our Lord one thousand eight hundred and *Fifty five*



Oliver McWhipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *George C. Gilchrist* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Gilchrist* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Morand Avenue* and numbered *Eight hundred thirty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Gilchrist and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Gilchrist and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Gilchrist* for the purposes above expressed; and that they will warrant and defend the same unto the said *Gilchrist and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *first* day of *September* in the year of our Lord one thousand eight hundred and *fifty five*—



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

No. 1456.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
paid to them by *William A. Burke* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Burke*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Path number Forty Three* and numbered
Forteen hundred fifty six on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *& his* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Burke and his*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Burke and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Burke* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Burke and his* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *third* day of *October* in the year of our Lord one thousand
eight hundred and *fifty five*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchinson

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *Thirty Five* dollars paid to them by *A. J. Richardson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Richardson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Four hundred thirty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Richardson* and *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Richardson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Richardson* and *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Richardson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Richardson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Richardson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteen* day of *October* in the year of our Lord one thousand eight hundred and *Fifty five*



Oliver M. Phillips President.
John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

No. 417

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Geo W Shattuck* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Shattuck* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number twenty five* and numbered *from hundred seventeen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Shattuck and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Shattuck and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Shattuck* for the purposes above expressed; and that they will warrant and defend the same unto the said *Shattuck and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *October* in the year of our Lord one thousand eight hundred and *fifty five*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mary W. Rice* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Mary W.* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Fifty Seven* and numbered *Nine hundred ninety six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Mary W. and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation:

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mary W. and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mary W.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mary W. and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *October* in the year of our Lord one thousand eight hundred and *fifty five*



Chas W Whipple President.
John F Rogers Clerk.

Executed and delivered in presence of *C C Hutchinson*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Mon. D. Cully* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Cully* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Thirty Seven* and numbered *Eight hundred twenty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Cully and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Cully and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Cully* for the purposes above expressed; and that they will warrant and defend the same unto the said *Cully and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *November* in the year of our Lord one thousand eight hundred and *Fifty five*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *John W. Colby* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Colby* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Seventy seven* and numbered *Five hundred Twenty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Colby and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Colby and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Colby* for the purposes above expressed; and that they will warrant and defend the same unto the said *Colby and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourth* day of *December* in the year of our Lord one thousand eight hundred and *fifty five*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchinson

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Luke Whitney* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Whitney* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number thirty four* and numbered *Eight hundred fifty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Whitney* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Whitney and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Whitney* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Whitney and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Whitney* for the purposes above expressed; and that they will warrant and defend the same unto the said *Whitney and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteen* day of *April* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver M. Whipple President.
John F. Rogers Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *J. L. Foute* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Foute* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty three* and numbered *Fourteen hundred fifty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Foute and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Foute and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Foute* for the purposes above expressed; and that they will warrant and defend the same unto the said *Foute and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *April* in the year of our Lord one thousand eight hundred and *Fifty six*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

No 1339.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Catharine Cork* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Catharine* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *thirteen hundred thirty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Catharine and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Catharine and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Catharine* for the purposes above expressed; and that they will warrant and defend the same unto the said *Catharine and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty fifth* day of *April* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchison

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Stephen B. Conant* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Conant* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Norward Avenue* and numbered *Eight hundred thirty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Conant and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Conant and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Conant* for the purposes above expressed; and that they will warrant and defend the same unto the said *Conant and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Second* day of *May* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver M. W. Apple President.

John J. Jones Clerk.

Executed and delivered in presence of

J. M. Stickney

No. 714

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *William Bee* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bee* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *seven hundred fourteen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *this* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bee and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *this* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bee and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bee* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bee and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *May* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

C. E. Hutchinson

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Sixty Six 67/100* dollars paid to them by *Levi Sprague* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sprague* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated ^{near} ~~on~~ the way called *Washington Avenue, South of lot 549* and numbered *Five hundred thirty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Four hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Sprague and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sprague and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sprague* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sprague and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twentieth* day of *June* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

C. E. Hutchinson

No. 857.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Amos & Bradley* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bradley* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number thirty four* and numbered *Eight hundred fifty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bradley and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bradley and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bradley* for the purposes above expressed, and that they will warrant and defend the same unto the said *Bradley and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *ten*th day of *July* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *Mr. [Signature]*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Abel D. Wilcox & Gustavus A. Bailey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wilcox & Bailey* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Twenty five* and numbered *Four hundred fourteen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *and their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Wilcox & Bailey and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *and their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wilcox & Bailey and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wilcox & Bailey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wilcox & Bailey and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *August* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

C. C. Antohius

No 1374

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John B Richmond* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Richmond* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty eight* and numbered *Thirteen hundred seventy four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Richmond & his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Richmond & his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Richmond* for the purposes above expressed; and that they will warrant and defend the same unto the said *Richmond & his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty third* day of *August* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver M Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Lemuel Page* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Page* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *One hundred ninety two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Page and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Page and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Page* for the purposes above expressed; and that they will warrant and defend the same unto the said *Page and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *September* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Augustus P. Ralbert Moore* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Augustus P. Ralbert* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Ralbert Number fifty eight* and numbered *three hundred two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Augustus P. Ralbert & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Augustus P. Ralbert & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Augustus P. Ralbert* for the purposes above expressed; and that they will warrant and defend the same unto the said *Augustus P. Ralbert & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *September* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver W. Whipple President.

John F. Storer Clerk.

Executed and delivered in presence of

C. C. Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *John Swan* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Swan* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *One hundred Ninety Seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Swan and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Swan and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Swan* for the purposes above expressed; and that they will warrant and defend the same unto the said *Swan and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *October* in the year of our Lord one thousand eight hundred and *fifty six*—



Oliver W. Whipple President.
John Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *John N. Kimball* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Kimball*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Merlin Avenue* and numbered
Eight hundred and sixteen on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *Kimball* and *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Kimball and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *Kimball* and *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Kimball and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Kimball* — for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Kimball and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty third* day of *October* in the year of our Lord one thousand
 eight hundred and *fifty six*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Fifty* dollars
 paid to them by *Bangs* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bangs*
 and *then* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
One hundred ninety eight on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *then* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Bangs' and then*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *then* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Bangs' and then heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Bangs'* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Bangs' and then* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *third* day of *November* in the year of our Lord one thousand
 eight hundred and *fifty six*



Oliver W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

Oliver Manton

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *Geo. L. Harris, Alden Clifford, & Paul S. Kimball & Denison Kimball* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Harris, Clifford & Kimball's* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Five hundred twenty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Harris, Clifford & Kimball's* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expencs, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *S & their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Harris, Clifford & Kimball's* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Harris, Clifford & Kimball's* for the purposes above expressed; and that they will warrant and defend the same unto the said *Harris, Clifford & Kimball's* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *November* in the year of our Lord one thousand eight hundred and *fifty six*



Oliver W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *for Sutter*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Charles Thompson* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Thompson*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path number Thirty seven* and numbered
Eight hundred twenty six on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *Thompson* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Thompson and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *Thompson* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Thompson and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Thompson* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Thompson and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *second* day of *December* in the year of our Lord one thousand
 eight hundred and *fifty six*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

No. 993

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mrs Sarah Leonard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sarah* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number sixty nine* and numbered *Five hundred ninety three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Sarah and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sarah and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sarah* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sarah and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Leonard* day of *December* in the year of our Lord one thousand eight hundred and *fifty six*



Chas W Whipple President.
John H. Frazar Clerk.

Executed and delivered in presence of

J. Henry Page

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Levi Bacon* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bacon* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Thirteen hundred thirty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bacon and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bacon and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bacon* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bacon and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventh* day of *March* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

No 436 5437

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Seventy* dollars paid to them by *Luther Smith & Daniel Livingston* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Luther & Daniel* and their heirs and assigns, ~~the~~ lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Five hundred thirty six and* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *S & their* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Luther & Daniel and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *S & their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Luther & Daniel & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Luther & Daniel* for the purposes above expressed; and that they will warrant and defend the same unto the said *Luther & Daniel & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *March* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C C Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Daniel F. Neal* of *Lorrell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Neal*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the *near of the* way called *Howard Avenue* and numbered
Ten hundred Twenty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Neal and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Neal and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Neal* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Neal and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Eighteenth* day of *April* in the year of our Lord one thousand
 eight hundred and *fifty seven*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *C. M. Williams*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Mrs Elizabeth Lewis* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Elizabeth* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number ten* and numbered *Eight hundred Twenty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Elizabeth and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Elizabeth and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Elizabeth* for the purposes above expressed; and that they will warrant and defend the same unto the said *Elizabeth and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *first* day of *May* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver W. Whipple President.

John F. Rogers Clerk.

No. 1688

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Joseph A. Wheeler* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wheeler* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Sixteen hundred Eighty Eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Wheeler* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Wheeler and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Wheeler* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wheeler and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wheeler* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wheeler and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *first* day of *May* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver W. Whipple President.

John F. Hayes Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Should be
Crossed out

No 509

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *Mrs Mary Sophronia Sanyer* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sanyers* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated ^{near} on the way called *Washington Avenue* and numbered *Five hundred & nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *or their* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Sanyers & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *or their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sanyers & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sanyers* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sanyers & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *May* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver M. Phipps President.

John F. Sanyer Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *Mary B Varnum, Joseph B Varnum, John M Varnum, Moses & Horve, Benjamin F Varnum, William H Varnum, Henry C Varnum, George W Varnum, AR Brown* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Varnums, Horve & Brown* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *and their* heirs and assigns at all seasonable times. The said lot of land containing *Five hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Varnums, Horve & Brown and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *and their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Varnums, Horve & Brown and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Varnums, Horve & Brown* for the purposes above expressed; and that they will warrant and defend the same unto the said *Varnums, Horve & Brown and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *May* in the year of our Lord one thousand eight hundred and *Fifty seven*



Oliver W. Phillips President.
John F. Page Clerk.

Executed and delivered in presence of *CC Hutchinson*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *James Mendenhall John Salcliff* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *James & John* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Five hundred Metro* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees & their heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *James & John & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect stones, monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the lot, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *James & John & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *James & John* for the purposes above expressed; and that they will warrant and defend the same unto the said *James, John & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *May* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver W. Whipple President.

John F. Rogers Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mrs Eliza Butterfield* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Eliza* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Rath Street fifty eight* and numbered *three hundred one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Eliza* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Eliza and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Eliza* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Eliza and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Eliza* for the purposes above expressed; and that they will warrant and defend the same unto the said *Eliza and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *May* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

C C Hutchinson

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Larnu Smith* of *Lorrell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Smith* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated ~~on the way called~~ *in the rear of lot No. one hundred Six* and numbered *One hundred Twenty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *& his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Smith and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Smith and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Smith* for the purposes above expressed; and that they will warrant and defend the same unto the said *Smith and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twelfth* day of *May* in the year of our Lord one thousand eight hundred and *fifty seven*



Chas W Whipple President.

John P. Rogers Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Augustus Adams & Sarah Wiggins* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Augustus & Sarah* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Fifty nine* and numbered *Seven hundred Seventy seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees & *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Augustus & Sarah & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Augustus & Sarah and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Augustus & Sarah* for the purposes above expressed; and that they will warrant and defend the same unto the said *Augustus & Sarah and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *June* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *Newell Adams*

No. 1487

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Fifty Eight 32/100* dollars paid to them by *Joseph Tapley, John C. Wing* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Tapley, Wing, Leonard & Sargeant* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Forty three* and numbered *Forteen hundred Eight Seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *other* heirs and assigns at all seasonable times. The said lot of land containing *Five hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Tapley, Wing, Leonard & Sargeant & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *other* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Tapley, Wing, Leonard & Sargeant & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Tapley, Wing, Leonard & Sargeant* for the purposes above expressed; and that they will warrant and defend the same unto the said *Tapley, Wing, Leonard & Sargeant & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventh* day of *July* in the year of our Lord one thousand eight hundred and *fifty seven*



Chas W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *C C Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty nine 67/100* dollars paid to them by *Winston Eager & James J. Whitney* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Eager & Whitney* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *North Munster Fen* and numbered *Eight hundred twenty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet. *also in addition to said lot, a strip of land on the East side of same, two feet in width, containing twenty feet (in all 340 feet)*

To have and to hold the aforegranted premises unto the said *Eager & Whitney and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantees *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Eager & Whitney and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Eager & Whitney* for the purposes above expressed; and that they will warrant and defend the same unto the said *Eager and Whitney and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty third* day of *June* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *O C Hutchinson*

No. 1190.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Nancy B. Bragdon* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Nancy B.* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Fifth Number Fifty nine* and numbered *Seven hundred thirty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Nancy B. and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Nancy B. and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Nancy B.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Nancy B. and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *ten* day of *July* in the year of our Lord one thousand eight hundred and *fifty seven*



Clara M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *T. C. Blaisdell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Blaisdell* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *One hundred Eleven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Blaisdell and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Blaisdell and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Blaisdell* for the purposes above expressed; and that they will warrant and defend the same unto the said *Blaisdell and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *July* in the year of our Lord one thousand eight hundred and *fifty seven*



Chris W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Laura Frye* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Laura* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Fifth number sixty five* and numbered *Three hundred thirty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Laura and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Laura and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Laura* for the purposes above expressed; and that they will warrant and defend the same unto the said *Laura and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty seventh* day of *August* in the year of our Lord one thousand eight hundred and *fifty seven*—



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchinson

*This deed not taken - lot sold to Mr. Galtman
and then deed cancelled - J. H. Jones*

No. 742

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Forty five 67/100* dollars
paid to them by *James Hurd & Augustus French* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *James Hurd & Augustus French*
and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue* and numbered
Seven hundred two — on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *James Hurd & Augustus French*
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet. *also a span of land five feet in width, adjoining Eastern side of*
Said lot, or one hundred feet in all, from hundred feet

To have and to hold the aforegranted premises unto the said *James Hurd & Augustus French* and *their*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantees *James Hurd & Augustus French* and their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
James Hurd & Augustus French and *their* heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *James Hurd & Augustus French* — for the purposes above expressed; and that they
will warrant and defend the same unto the said *James Hurd & Augustus French* and *their* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *Ninth* day of *September* in the year of our Lord one thousand
eight hundred and *fifty seven*



Oliver W. Whipple President.
John F. Jones Clerk.

Executed and delivered in presence of

O. C. Hutchinson

No. 112

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *George Parks* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Parks* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Six hundred twelve* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Parks and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *heirs and assigns* a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Parks and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Parks* for the purposes above expressed; and that they will warrant and defend the same unto the said *Parks and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *September* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

O. C. Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Daniel R Wallaw* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wallaw* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Thirty three* and numbered *Seven hundred Seventy four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Wallaw and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wallaw and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wallaw* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wallaw and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *September* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

J. L. Ordway

No. 878

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Thomas B Douglass* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Douglass* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Fifth Avenue* and numbered *Eight hundred twenty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Douglass and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Douglass and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Douglass* for the purposes above expressed; and that they will warrant and defend the same unto the said *Douglass and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *October* in the year of our Lord one thousand eight hundred and *fifty seven*



Chas W. Shiple President.

John F. Rogers Clerk.

Executed and delivered in presence of

J. C. Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Nathan Keyes* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Keyes*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Seven hundred four on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Keyes and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Keyes and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Keyes* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Keyes and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *twentieth* day of *November* in the year of our Lord one thousand
 eight hundred and *fifty seven*



Chris M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Jacob Rogers

No. 1234

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John F. Chandler* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Chandler* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Sixty* and numbered *Three hundred thirty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Chandler and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Chandler and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Chandler* for the purposes above expressed; and that they will warrant and defend the same unto the said *Chandler and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty seventh* day of *November* in the year of our Lord one thousand eight hundred and *fifty seven*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

J. W. Pickney

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Forty & 83/100* dollars
 paid to them by *Alfred E. Albert F. Horner & Nicholas* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Alfred E. Albert F. Horner & Nicholas*
 and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path Number Twenty Seven* and numbered
Fifty on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred and fifty*
 superficial square feet. *and laid out in line with, and adjoining lot no fifty one*

To have and to hold the aforegranted premises unto the said *Alfred E. Albert F. Horner & Nicholas* and *their*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantees *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Alfred E. Albert F. Horner & Nicholas heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Alfred E. Albert F. Horner & Nicholas* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Alfred E. Albert F. Horner & Nicholas* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *thirty first* day of *March* in the year of our Lord one thousand
 eight hundred and *fifty eight*



Oliver W. Whipple President.

Robert T. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchins

No. 1471.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *John D. Hall* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *John D.* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Norward Avenue* and numbered *forteen hundred twenty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *& his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *John D. and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *John D. and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *John D.* for the purposes above expressed; and that they will warrant and defend the same unto the said *John D. and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty fourth* day of *April* in the year of our Lord one thousand eight hundred and *fifty eight*—



Oliver W. Whipple

President.

John F. Rogers

Clerk.

Executed and delivered in presence of

C. C. Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Mrs Nancy Keim* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Nancy*
 and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Six hundred fourteen on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Nancy and her*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Nancy and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Nancy* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Nancy and her* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *five* day of *May* in the year of our Lord one thousand
 eight hundred and *fifty eight*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

No. 1457

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty Five* dollars paid to them by *E. White & G. B. Kelley* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *White & Kelley* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Park Number Forty Three* and numbered *Fourteen hundred fifty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *White & Kelley* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *White & Kelley* and *their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *White & Kelley* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *White and Kelley* and *their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *White & Kelley* for the purposes above expressed; and that they will warrant and defend the same unto the said *White & Kelley* and *their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *May* in the year of our Lord one thousand eight hundred and *fifty eight*



Chas M Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *David S Metcalf* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Metcalf* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Forty Three* and numbered *Forty three hundred fifty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Metcalf and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Metcalf and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Metcalf* for the purposes above expressed; and that they will warrant and defend the same unto the said *Metcalf and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *May* in the year of our Lord one thousand eight hundred and *fifty eight*



Chas W Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of *C C Hutchinson*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Abby S. Cobb* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Abby S.* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number thirty four* and numbered *Eight hundred fifty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Abby S.* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Abby S. and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Abby S.* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Abby S. and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Abby S.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Abby S. and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventh* day of *May* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Wm S Cobb*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars
 paid to them by *Ephraim A. Hill* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hill*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path Number Seventy Six* and numbered
Three hundred fifty on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Hill and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Hill and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Hill* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Hill and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Seventy* day of *May* in the year of our Lord one thousand
 eight hundred and *fifty eight*



Oliver M. Phillips President.
Robert F. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchinson

No. 1470

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *William Shepard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Shepard* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty three* and numbered *fourteen hundred twenty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Shepard and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors, of the Lowell Cemetery do hereby covenant to and with the said *Shepard and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Shepard* for the purposes above expressed; and that they will warrant and defend the same unto the said *Shepard and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirty first* day of *May* in the year of our Lord one thousand eight hundred and *fifty eight*



Chris M. Whipple President.

Robert F. Rogers Clerk.

Executed and delivered in presence of

C. C. Hutchinson

No. 1378

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Edmund D. & Isaac A. Fletcher* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Fletcher*, and ~~their~~ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Fifty Eight* and numbered *Thirteen hundred Seventy Eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee ~~and~~ *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Fletcher and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee ~~and~~ *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fletcher and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fletcher* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fletcher and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *And* day of *June* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

No. 702

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *James Hend* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hend* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hend and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hend and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hend* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hend and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *June* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver W. Whipple President.

John F. Hayes Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *R. D. Dewhurst & Jonathan Hope* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Dewhurst & Hope* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Five hundred Eleven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee or their heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Dewhurst & Hope* and their heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee or their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—That the said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dewhurst and Hope* and their heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dewhurst & Hope* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dewhurst & Hope* and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty second* day of *June* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *CC Hutchinson*

No 174

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Samuel Rockwood* of *Hammond Mass* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Rockwood* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Six hundred seventy five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *five hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Rockwood and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Rockwood and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Rockwood* for the purposes above expressed; and that they will warrant and defend the same unto the said *Rockwood and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty fifth* day of *June* in the year of our Lord one thousand eight hundred and *fifty eight*



Wm M Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of *C C Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Lucy T. Bickford & Lucy S. Prescott* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lucy T. Bickford* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty eight* and numbered *Three hundred* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *Lucy T. Bickford* and *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Lucy T. Bickford* and *their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Lucy T. Bickford* and *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lucy T. Bickford* and *Lucy S. Prescott* and *their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lucy T. Bickford* and *Lucy S. Prescott* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lucy T. Bickford* and *Lucy S. Prescott* and *their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourth* day of *June* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver M. Phillips President.
John F. Rogers Clerk.

Executed and delivered in presence of

CC Hutchinson

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Langley Mc Boardman* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Boardman* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Acorn Avenue* and numbered *Eight hundred Eighty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Boardman and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Boardman and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Boardman* for the purposes above expressed; and that they will warrant and defend the same unto the said *Boardman and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *sixth* day of *Aug* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Henry A. Webster

No 1469

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Russell Woodard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Woodard* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Forty three* and numbered *Fourteen hundred fifty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Woodard and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Woodard and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Woodard* for the purposes above expressed; and that they will warrant and defend the same unto the said *Woodard and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *August* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver M. Apple President.

John F. Rogers Clerk.

Executed and delivered in presence of

C C Hutchins

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty Five* dollars paid to them by *Andrew F. Snapp* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Andrew F.* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Fifty nine* and numbered *Eleven hundred ninety seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Andrew F. and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Andrew F. and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Andrew F.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Andrew F. and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eight* day of *September* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Andrew F. Whipple* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Andrew F.* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty nine* and numbered *Eleven hundred seven by two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *and his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Andrew F. and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *and his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Andrew F. and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Andrew F.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Andrew F. and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *nearly third* day of *September* in the year of our Lord one thousand eight hundred and *fifty eight*



Oliver J. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *John F. Rogers*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Mrs Maria Lamborn* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Maria* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *South Avenue* *Seventy Three* and numbered *Three Hundred Forty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Maria & her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Maria and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Maria* for the purposes above expressed; and that they will warrant and defend the same unto the said *Maria & her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *October* in the year of our Lord one thousand eight hundred and *fifty Eight*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *C. C. Hutchinson*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
 paid to them by *David W Long* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Long*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path number Thirty six* and numbered
Fourteen hundred fifty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Long and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Long and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Long* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Long and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *March 10* day of *October* in the year of our Lord one thousand
 eight hundred and *fifty eight*



Olin M Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of *L C Munroe*

No. 1493

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Samuel Lane* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Samuel* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty three* and numbered *three hundred ninety three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Samuel and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Samuel and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Samuel* for the purposes above expressed; and that they will warrant and defend the same unto the said *Samuel and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty fourth* day of *December* in the year of our Lord one thousand eight hundred and *fifty eight*.



Oliver W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *J. W. H. H. H.*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John Simpson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Simpson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Fifteen* and numbered *One hundred Twenty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his*, heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Simpson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Simpson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Simpson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Simpson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourth* day of *May* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *L C Munroe*

No. 2006

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *Andrew F. Snapp* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Snapp* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the ^{tract} way called *Indian Ridge* between *Chapel Avenue* and *numbered* *two thousand and six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Snapp and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Snapp and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Snapp* for the purposes above expressed; and that they will warrant and defend the same unto the said *Snapp and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventh* day of *May* in the year of our Lord one thousand eight hundred and *fifty nine*



Andrew F. Snapp President.
John F. Rogers Clerk.

Executed and delivered in presence of

L. C. Munroe

No. 793.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *T. P. Turkey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Turkey* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Seven hundred thirty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Turkey and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Turkey and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Turkey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Turkey and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirty five* day of *May* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L. C. Munroe

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Mr J. Dyan* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Dyan* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Donald Avenue* and numbered *Eight hundred eighty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Dyan and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dyan and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dyan* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dyan and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eight* day of *June* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver M. Whipple President.
John F. Rogers Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Fifty* dollars
 paid to them by *George A. Tan* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Tan*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the *back* way called *Indian Ridge between Chapel Avenue* and numbered
and back number eight on the plan of said Cemetery, drawn by Butterfield & Clark,
North and Seneca which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Tan and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Tan and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Tan* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Tan and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *twenty second* day of *June* in the year of our Lord one thousand
 eight hundred and *fifty nine*



Oliver W. Whipple President.
John F. Rogers Clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Robert Bennett* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bennett* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number thirty* and numbered *Eighty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bennett and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bennett and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bennett* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bennett and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *July* in the year of our Lord one thousand eight hundred and *fifty nine*



Chas. M. Whipple President.

John F. Hoag Clerk.

Executed and delivered in presence of

Chas. E. Adams

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Mrs. Hurd* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hurd*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Seven hundred and seven on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Hurd and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Hurd and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Hurd* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Hurd and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *fourteenth* day of *Aug* in the year of our Lord one thousand
 eight hundred and *fifty nine*



Oliver W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

Wm. L. Hurd

No. 1691

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John Morrow* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Morrow* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Pathe number street* and numbered *Eighteen hundred ninety one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Thirteen hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Morrow and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Morrow and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Morrow* for the purposes above expressed; and that they will warrant and defend the same unto the said *Morrow and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *July* in the year of our Lord one thousand eight hundred and *fifty nine*



Alvin M. Phillips President.
John F. Rogers Clerk.

Executed and delivered in presence of

J. W. Stickney

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Fifty two \$2/100* dollars paid to them by *James Leavitt & Abby Lord of Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *James & Abby* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Two hundred ten* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees and their heirs and assigns at all seasonable times. The said lot of land containing *from hundred fifty* superficial square feet.

To have and to hold the aforegranted premises unto the said *James, Abby and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee and their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *James & Abby* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *James and Abby* for the purposes above expressed; and that they will warrant and defend the same unto the said *James & Abby and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *from ten the* day of *July* in the year of our Lord one thousand eight hundred and *fifty nine*



Chas. M. Apple President.

John T. Rogers Clerk.

Executed and delivered in presence of *L C Munroe*

No. 4027 7/01

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *fifty, two 50/100* dollars
paid to them by *Nedrick Hutton* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hutton*
and *his* heirs and assigns, one *lot* of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue* and numbered
forty hundred two and on the plan of said Cemetery, drawn by Butterfield & Clark,
from hundred one half which plan is in the possession of said Corporation, for inspection by the said grantee *and his* heirs
and assigns at all seasonable times. The said lot of land containing *forty hundred fifty*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Hutton and his*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *and his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Hutton and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Hutton* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Hutton and his* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *Twenty second* day of *July* in the year of our Lord one thousand
eight hundred and *fifty nine*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L C Monroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
 paid to them by *Anna R. Barker* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Barker*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path runs by fifty run* and numbered
Eleven hundred ninety seven on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *and his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Barker and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *and his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Barker and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Barker* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Barker and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Ninth* day of *July* in the year of our Lord one thousand
 eight hundred and *fifty nine*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Daniel V. Greenleaf* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Greenleaf* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty nine* and numbered *numbered Eighty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Greenleaf and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Greenleaf and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Greenleaf* for the purposes above expressed; and that they will warrant and defend the same unto the said *Greenleaf and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *second day* day of *July* in the year of our Lord one thousand eight hundred and *fifty nine*



Anna W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L. C. Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty four* dollars paid to them by *John M Fordick* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Fordick* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Fifty four* and numbered *Sixteen hundred fifty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Fordick and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants; under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fordick and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fordick* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fordick and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *August* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver W. Whipple President.

John F. Rogers Clerk.

No. 893

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Esther Merrill* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Merrill* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty* and numbered *Eight hundred ninety three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Merrill and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Merrill and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Merrill* for the purposes above expressed; and that they will warrant and defend the same unto the said *Merrill and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifteenth* day of *August* in the year of our Lord one thousand eight hundred and *fifty nine*



Wm. M. Whipple President.
Robert F. Rogers Clerk.

Executed and delivered in presence of *L. C. Munroe*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *George W. Warthen* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Warthen* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Seventy two* and numbered *Two hundred fifty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Warthen and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Warthen and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Warthen* for the purposes above expressed; and that they will warrant and defend the same unto the said *Warthen and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *August* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver W. Shapley President.

Robert F. Tager Clerk.

Executed and delivered in presence of

L. C. Monroe

No. 1498

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *James K. Fellom* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Fellom* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *North Main Street* and numbered *Forteen hundred ninety eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Fellom and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *this* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fellom and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fellom* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fellom and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *August* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

LC Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Charles W Dodge* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Dodge* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Fifty eight* and numbered *Eleven hundred thirty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Dodge and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dodge and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dodge* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dodge and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty ninth* day of *September* in the year of our Lord one thousand eight hundred and *fifty nine*



Abner M. Whipple President.

John T. Rogers Clerk.

Executed and delivered in presence of

L C Monroe

No. 1072

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Charles Hovey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hovey* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty seven* and numbered *Ten hundred seventy two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Hovey* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hovey and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Hovey* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hovey and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hovey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hovey and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *November* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

No. 1189

- Null - Dead not taken

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Levi B. Esline* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Esline* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and numbered *Eleven hundred eighty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Esline and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Esline and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Esline* for the purposes above expressed; and that they will warrant and defend the same unto the said *Esline and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *November* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver M. Whipple President.
John T. Rogers Clerk.

Executed and delivered in presence of *L. C. Munroe*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *Arthur B. More* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *More* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred thirty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *More* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *More and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *More* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *More and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *More and his* for the purposes above expressed; and that they will warrant and defend the same unto the said *More and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifteenth* day of *December* in the year of our Lord one thousand eight hundred and *fifty nine*



Oliver M. Whipple President.

John F. Ayer Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Ballard Heath* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Heath*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Fifteen hundred forty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *His* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Heath and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *His* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Heath and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Heath* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Heath and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty ninth* day of *December* in the year of our Lord one thousand
 eight hundred and *fifty nine*



Oliver W. Whipple President.
John F. Hays Clerk.

Executed and delivered in presence of

L C Munnice

No. 1468

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *David Chase* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Chase* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Forty three* and numbered *Two hundred Sixty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Chase* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Chase and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *heirs and assigns* a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Chase and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Chase* for the purposes above expressed; and that they will warrant and defend the same unto the said *Chase and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventh* day of *April* in the year of our Lord one thousand eight hundred and *Sixty*



Alfred M. Phipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

J. M. Shuck

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *Samuel W. Stickney* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Stickney* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *One hundred four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Stickney and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stickney and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stickney* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stickney and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *April* in the year of our Lord one thousand eight hundred and *Sixty*



Oliver M. Phillips President.

John P. Rogers Clerk.

Executed and delivered in presence of

L. C. Munroe

No. 1699

Know all Men by these Presents, That the Proprietors:

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
paid to them by *William Thomas John Briggs* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wm J John*
and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Park street* and numbered
Sixteen hundred ninety on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantees *Wm J John* and their
heirs and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Wm J John and their*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantees *Wm J John* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Wm J John and their heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Wm J John* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Wm J John and their* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *Eighteenth* day of *April* in the year of our Lord one thousand
eight hundred and *Sixty*



Chas M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

No. 1692

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Thomas & Lewis A Young* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Thomas & Young* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Twenty* and numbered *Sixteen hundred twenty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *Thomas & Young* and assigns at all seasonable times. The said lot of land containing *Three hundred and* superficial square feet.

To have and to hold the aforegranted premises unto the said *Thomas & Young and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Thomas & Young* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Thomas & Young and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Thomas & Young* for the purposes above expressed; and that they will warrant and defend the same unto the said *Thomas & Young and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirteenth* day of *April* in the year of our Lord one thousand eight hundred and *sixty*.



Oliver P. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

No. 705

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Mary J. Stone* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Mary J.* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *three hundred two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Mary J. and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mary J. and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mary J.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mary J. and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty fourth* day of *May* in the year of our Lord one thousand eight hundred and *forty*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *L. C. Munroe*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John F. Forduck* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Forduck* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Harvard Avenue* and numbered *Eight hundred twenty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Forduck and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Forduck and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Forduck* for the purposes above expressed; and that they will warrant and defend the same unto the said *Forduck and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty six* day of *May* in the year of our Lord one thousand eight hundred and *sixty*



Oliver M. Whipple President.

John F. Forduck Clerk.

No. 1189

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Lucy A Dennis* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lucy A* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Marble Avenue* and numbered *Seven hundred eighty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *One hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Lucy A and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lucy A and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lucy A.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lucy A. and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *10th* day of *June* in the year of our Lord one thousand eight hundred and *forty*



Olivia M Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

W H Dennis

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Dan Mackay* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Mackay* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred thirty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Mackay and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mackay and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mackay* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mackay and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *June* in the year of our Lord one thousand eight hundred and *sixty*



Oliver W. Appleby President.
John F. Rogers Clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One hundred* dollars paid to them by *George C Smith* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Smith* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Seventy Seven* and numbered *Five hundred ten* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Smith* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Smith and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Smith* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Smith and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Smith* for the purposes above expressed; and that they will warrant and defend the same unto the said *Smith and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nearly ninth* day of *August* in the year of our Lord one thousand eight hundred and *Sixty*



Oliver W. Whipple President.

John F. Rogers Clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Harmon Conley* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Conley* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number thirty one* and numbered *Seven hundred ninety seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Conley and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Conley and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway, in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Conley* for the purposes above expressed; and that they will warrant and defend the same unto the said *Conley and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *September* in the year of our Lord one thousand eight hundred and *sixty*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

No. 1693

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Henry W. Lovejoy* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lovejoy* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path near the Mount* and numbered *Sixteen hundred ninety three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Lovejoy and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lovejoy and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lovejoy* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lovejoy and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty*



Chas W Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

L C Munroe

No. 1541

*For lot belonging to Estate of L R Kimball
no deed having been given bond taken
from J S Abbott Executor, California heirs*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
paid to them by *John F Kimball* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Kimball*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue* and numbered
Fifteen hundred forty one on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Kimball and his*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Kimball and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Kimball* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Kimball and his* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *fourth* day of *October* in the year of our Lord one thousand
eight hundred and *Sixty*



Oliver M Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *A M Harvey & May Smith* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Harvey & Smith* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred thirty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *& their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Harvey & Smith and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Harvey and Smith and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Harvey and Smith* for the purposes above expressed; and that they will warrant and defend the same unto the said *Harvey and Smith & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *October* in the year of our Lord one thousand eight hundred and *Sixty*



Oliver M. Whipple President.

John F. Hayes Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Seventy* dollars paid to them by *Edmund A. Alger* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Alger* and *his* heirs and assigns, ~~one~~ *the* lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number twenty four* and numbered *Twenty eight and thirty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Alger and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Alger and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Alger* for the purposes above expressed; and that they will warrant and defend the same unto the said *Alger and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty*



Oliver W. Whipple President.
John P. Fayer Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Stephen C. Sanborn* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sanborn* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number twenty* and numbered *One hundred fifty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Sanborn and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sanborn and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sanborn* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sanborn and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *October* in the year of our Lord one thousand eight hundred and *Eighty*



Oliver M. Phillips President.
John P. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *William Wiggan* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wiggan* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Wiggan and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wiggan and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wiggan* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wiggan and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *November* in the year of our Lord one thousand eight hundred and *sixty*



Oliver W. Shiple President.
John F. Hayes Clerk.

Executed and delivered in presence of

L C Munroe

No. 404

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Richard Kibon* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Kibon* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Kibon and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or ~~her~~ own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Kibon and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Kibon* for the purposes above expressed; and that they will warrant and defend the same unto the said *Kibon and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *November* in the year of our Lord one thousand eight hundred and *Eighty*



Oliver M. Whipple President.
Samuel Rogers Clerk.

Executed and delivered in presence of *L C Munroe*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Susan D Stearns* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Stearns* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and numbered *Three hundred thirty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Stearns and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stearns and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Stearns* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stearns and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty sixth*, day of *November* in the year of our Lord one thousand eight hundred and *Sixty*



Oliver M. Phillips President.

John F. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Daniel Snaw* of *Lorrell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Snaw* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *from hundred forty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Snaw and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Snaw and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Snaw* for the purposes above expressed; and that they will warrant and defend the same unto the said *Snaw and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *December* in the year of our Lord one thousand eight hundred and *Eighty*



Chas. M. Whipple President.

John F. Rogers Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *James T. Stark* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Stark* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Four hundred thirty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Stark and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stark and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stark* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stark and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *sixth* day of *December* in the year of our Lord one thousand eight hundred and *sixty*



Oliver M. Whipple President.

John T. Rogers Clerk.

Executed and delivered in presence of *L. C. Munroe*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Edward B. Home* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Home* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Eighteen hundred thirty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Home*, heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Home and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Home* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Home and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Home* for the purposes above expressed; and that they will warrant and defend the same unto the said *Home and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *December* in the year of our Lord one thousand eight hundred and *Sixty*



Oliver M. Whipple President.

John P. Boyce Clerk.

Executed and delivered in presence of

L C Manroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Dana S. Groa* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Groa* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred thirty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Groa and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Groa and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Groa* for the purposes above expressed; and that they will warrant and defend the same unto the said *Groa and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth*, day of *December* in the year of our Lord one thousand eight hundred and *Sixty*



Oliver J. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of *L C Munsroe*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mrs. A. A. Conant - Mrs. A. Conant - Valine A. Conant - J. M. Conant - Martha A. Chase* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Conants & Chase* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Five hundred fifty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Conants & Chase* and *their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantees *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Conants & Chase* and *their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Conants & Chase* for the purposes above expressed; and that they will warrant and defend the same unto the said *Conants & Chase* and *their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty ninth* day of *March* in the year of our Lord one thousand eight hundred and *Sixty one*



Olivia M. Whipple President.

J. M. Rogers Clerk.

Executed and delivered in presence of *Wm. Stedman*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Cyrus C. Pickering* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Pickering* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *One hundred forty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *One hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Pickering and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Pickering and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Pickering* for the purposes above expressed; and that they will warrant and defend the same unto the said *Pickering and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirteenth* day of *May* in the year of our Lord one thousand eight hundred and *sixty one*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Samuel Hapkins

No. 710

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Abner Skinner* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Skinner* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Seven hundred ten* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Skinner and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Skinner and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Skinner* for the purposes above expressed; and that they will warrant and defend the same unto the said *Skinner and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *June* in the year of our Lord one thousand eight hundred and *Sixty one*



Oliver M. Whipple President.
Wm. F. Rogers Clerk.

Executed and delivered in presence of

Wm. H. Kue

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Fifty* dollars
 paid to them by *Thomas Betty* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Betty*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the *back* *way* called *Indian Ridge between Chapel Avenue* and numbered
and path number eight on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Betty and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Betty and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Betty* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Betty and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Eighteenth* day of *June* in the year of our Lord one thousand
 eight hundred and *Sixty one*



Chas M. Whipple President.

John S. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

No. 2009

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Fifty* dollars paid to them by *Joseph Carson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Carson* and his heirs and assigns, one lot of land, in the Lowell Cemetery, in the County of Middlesex, situated on the ~~way~~ ^{part} called *Wheat Ridge between Chapel Avenue* and numbered *Eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Carson* and his heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Carson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Carson* and his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Carson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Carson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Carson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *June* in the year of our Lord one thousand eight hundred and *One*



Oliver W. Whipple President.

John T. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Mary Warr* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Mary*
 and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Obelin Avenue* and numbered
Nine hundred and forty on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Mary and her*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Mary and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Mary* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Mary and her* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *twentieth* day of *July* in the year of our Lord one thousand
 eight hundred and *sixty one*



Oliver W. Whipple President.

John T. Rogers Clerk.

No. 796

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Harriet Ordway* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Ordway* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Seven hundred and one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Ordway and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Ordway and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Ordway* for the purposes above expressed; and that they will warrant and defend the same unto the said *Ordway and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty third* day of *July* in the year of our Lord one thousand eight hundred and *sixty one*



Olivia M. Whipple President.
John P. Hayes Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Manasseh Bailey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bailey* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Forty three* and numbered *Forty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bailey and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bailey and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bailey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bailey and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *August* in the year of our Lord one thousand eight hundred and *Sixty one*



Oliver M. Whipple President.
Robert F. Rogers Clerk.

Executed and delivered in presence of

C. W. Bailey

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *William Langley* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Langley* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Five hundred fifty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Langley* and *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Langley and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Langley* and *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Langley and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Langley* for the purposes above expressed; and that they will warrant and defend the same unto the said *Langley and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty ninth* day of *August* in the year of our Lord one thousand eight hundred and *sixty four*.



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L. C. Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *J. E. & C. Dorrus* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Dorrus* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Five hundred and fifty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred & 2* superficial square feet.

To have and to hold the aforegranted premises unto the said *Dorrus* and *their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dorrus* and *their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dorrus* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dorrus* and *their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventh* day of *September* in the year of our Lord one thousand eight hundred and *sixty one*



Olivia M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L. C. Munroe

No. 195 & 196
1696

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Two hundred* dollars paid to them by *Nathan Allen* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Allen* and *his* heirs and assigns, *one* lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *one hundred thirty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Allen* heirs and assigns at all seasonable times. The said lot of land containing *Two hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Allen and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Allen* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Allen and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Allen* for the purposes above expressed; and that they will warrant and defend the same unto the said *Allen and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty one*



Alfred M. Whipple President.
John F. Hayes Clerk.

Executed and delivered in presence of *L C Munroe*

No. 727

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
paid to them by *George F. Willey* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Willey*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Nashua Avenue* and numbered
Seven hundred thirty seven on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Willey and his*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Willey and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Willey* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Willey and his* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *thirtieth* day of *September* in the year of our Lord one thousand
eight hundred and *sixty one*



Charles J. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *L C Munnac*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty Five* dollars paid to them by *William A. Owen* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Owen* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *and numbered* *Four hundred forty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Owen and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Owen and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Owen* for the purposes above expressed; and that they will warrant and defend the same unto the said *Owen and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *first* day of *October* in the year of our Lord one thousand eight hundred and *sixty one*



Olive M. Whipple President.

John F. Jones Clerk.

Executed and delivered in presence of *L C Munroe*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *J. D. Vickery* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Vickery*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Fifteen hundred thirty eight on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Vickery and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Vickery and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Vickery* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Vickery and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *thirteenth* day of *November* in the year of our Lord one thousand
 eight hundred and *sixty one*



Oliver M. Whipple President.

John P. Payer Clerk.

Executed and delivered in presence of *L. C. Munroe*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Frederick C. Connor* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Connor* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty nine* and numbered *Eleven hundred twenty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Connor and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Connor and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Connor* for the purposes above expressed; and that they will warrant and defend the same unto the said *Connor and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty ninth* day of *January* in the year of our Lord one thousand eight hundred and *Twenty two*



Oliver W. Whipple President.

John T. Horgan Clerk.

No. 1030 & Space adjoining

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of ^{Seventy} dollars
paid to them by ^{Albert D. Crombie} Daniel D. Crombie of ^{Laurens} the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said ^{Crombie} Crombie
and ^{heirs and assigns} heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called ^{Howard Avenue; also space adjoining} Howard Avenue; also space adjoining and numbered
^{containing three hundred square feet} on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee ^{and heirs} and assigns
and assigns at all seasonable times. The said lot of land containing ^{six hundred} square feet.

To have and to hold the aforegranted premises unto the said ^{Laurens} Crombie and ^{heirs} heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee ^{and heirs} and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said ^{Laurens} Crombie, and ^{heirs} heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said ^{Crombie & Ammonson} Crombie for the purposes above expressed; and that they will warrant and defend the same unto the said ^{Crombie, and heirs} Crombie, and ^{heirs} heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the ^{Twenty eighth} day of ^{February} in the year of our Lord one thousand eight hundred and ^{Eighty two} —



Oliver M. Apple President.

John T. Jones Clerk.

Executed and delivered in presence of ^{John T. Jones} John T. Jones
Name of Albert D. Crombie
John T. Jones in witness whereof

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *H M Hooke* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hooke* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Some number forty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hooke and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hooke and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hooke* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hooke and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty eighth* day of *February* in the year of our Lord one thousand eight hundred and *Eighty two*



Oliver M Whipple President.

Samuel F. Hays Clerk.

Executed and delivered in presence of *L C Munroe*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Seventy* dollars
 paid to them by *Edw. M. Sargent* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sargent*
 and *his* heirs and assigns, ~~one~~ *one hundred fifty three and* lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Franklin Avenue* and numbered
one hundred fifty four on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *Sargent* and *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Six hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Sargent and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Sargent and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Sargent* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Sargent and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty eighth* day of *February* in the year of our Lord one thousand
 eight hundred and *Eighty five*



Oliver M. Whipple President.

John T. Hager Clerk.

Executed and delivered in presence of

L. C. Munroe

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Jonathan Rice* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Rice* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred and thirty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Rice and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Rice and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Rice* for the purposes above expressed; and that they will warrant and defend the same unto the said *Rice and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourth* day of *March* in the year of our Lord one thousand eight hundred and *sixty two*



Oliver M. Whipple President.
John F. Hayes Clerk.

Executed and delivered in presence of *L. C. Munroe*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Eight five* dollars paid to them by *Paul & Wright* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Paul & Wright* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *One hundred twenty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Paul & Wright & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Paul & Wright and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Paul & Wright* for the purposes above expressed; and that they will warrant and defend the same unto the said *Paul & Wright & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *April* in the year of our Lord one thousand eight hundred and *twenty two*.



Oliver M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of *L. C. Munroe*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Samuel A. Brown* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Brown* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *South Middlebury Road* and numbered *Fourteen hundred Sixty Seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Brown and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Brown and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Brown* for the purposes above expressed; and that they will warrant and defend the same unto the said *Brown and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifteenth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty Seven*



Oliver M. Whipple President.

John F. Hayes Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Susan Lowell* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Susan*
 and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
One hundred and one on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Susan and her*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Susan and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Susan* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Susan and her* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Seventeenth* day of *May* in the year of our Lord one thousand
 eight hundred and *fifty four*



Oliver W. Whipple President.

John F. Taylor Clerk.

Executed and delivered in presence of

Geo W. Sedgwick

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Samuel & Edwin Stone* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Samuel & Edwin* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *South number nineteen* and numbered *Benavite none* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Samuel & Edwin & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Samuel & Edwin & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Samuel & Edwin* for the purposes above expressed; and that they will warrant and defend the same unto the said *Samuel & Edwin & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty seventh* day of *May* in the year of our Lord one thousand eight hundred and *sixty two*



Oliver M. Apple President.
Robert T. Rogers Clerk.

Executed and delivered in presence of *L. C. Munroe*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John McQuarrie & Betsey Kimball* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *John & Betsey* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Four hundred Sixty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *John & Betsey* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *John & Betsey and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *John & Betsey* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *John & Betsey and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *John & Betsey* for the purposes above expressed; and that they will warrant and defend the same unto the said *John & Betsey and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *June* in the year of our Lord one thousand eight hundred and *Eighty two*



Oliver M. Apple President.

John & Betsey Clerk.

Executed and delivered in presence of

John Richards

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mrs. Mauson & Charlotte M. Rolfe* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Mauson & Rolfe* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty three* and numbered *forty three number sixty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & their heirs and assigns at all seasonable times. The said lot of land containing *Three hundred and* superficial square feet.

To have and to hold the aforegranted premises unto the said *Mauson & Rolfe and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mauson & Rolfe & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mauson & Rolfe* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mauson & Rolfe & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *June* in the year of our Lord one thousand eight hundred and *twenty two*



Oliver M. Phipple President.
John T. Foley Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *John Taber* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Taber*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Seven hundred eight on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Taber and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Taber and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Taber* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Taber and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Thirtieth* day of *July* in the year of our Lord one thousand
 eight hundred and *Eighty two*



Oliver M. Whipple President.

Robert H. Hays Clerk.

Executed and delivered in presence of

L. C. Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *J. D. Dand* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Dand* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *South main* and numbered *One hundred thirty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Dand and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dand and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dand* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dand and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty first* day of *August* in the year of our Lord one thousand eight hundred and *twenty two*



Oliver M. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

Wm. H. Davis

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *David Bay* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bay or* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred Sixty Six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Bay* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bay and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *this* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bay and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bay* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bay and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *September* in the year of our Lord one thousand eight hundred and *sixty two*



Oliver J. Shippley President.

John F. Rogers Clerk.

Executed and delivered in presence of *L C Munroe*

No. 734

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Saml. A. R. & L. B. Sewall* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sewall's* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number ten* and numbered *Seven hundred thirty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *or their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Sewall's and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *or their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sewall's and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sewall's* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sewall's & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twelfth* day of *September* in the year of our Lord one thousand eight hundred and *fifty two*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Benard M. Porter* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Porter* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred thirty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Porter and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Porter and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Porter* for the purposes above expressed; and that they will warrant and defend the same unto the said *Porter and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourth* day of *October* in the year of our Lord one thousand eight hundred and *sixty two*.



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Chas E Adams*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mr William Greenhalgh* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Greenhalgh* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Thirty Six* and numbered *Twenty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Greenhalgh and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Greenhalgh and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Greenhalgh* for the purposes above expressed; and that they will warrant and defend the same unto the said *Greenhalgh and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *November* in the year of our Lord one thousand eight hundred and *sixty two*



Oliver F. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

for the same

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Daniel Smith Jr* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Daniel*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Eleven hundred nine on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Daniel and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Daniel and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Daniel &* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Daniel and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *fifteenth* day of *November* in the year of our Lord one thousand
 eight hundred and *eighty two*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

J W Anthony

No. 1539

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Ebenezer Bingen* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bingen* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Eighteen hundred thirty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *this* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Bingen and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *this* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bingen and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bingen* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bingen and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty first* day of *November* in the year of our Lord one thousand eight hundred and *Eighty four*



Alfred M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

L C Munroe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
 paid to them by *Elizabeth Ann Stearns* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Stearns*
 and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Fifteen hundred forty on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *Stearns* and *her* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Stearns and her*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *Stearns* and *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Stearns and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Stearns* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Stearns and her* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty eighth* day of *November* in the year of our Lord one thousand
 eight hundred and *Sixty two*



Oliver J. Apple President.
John F. Rogers Clerk.

Executed and delivered in presence of

L C Munn

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty Five* dollars paid to them by *B. B. Watson* of *Lawrence* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Watson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Charles Avenue* and numbered *Eight hundred Seventeen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Watson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Watson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Watson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Watson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty fifth* day of *February* in the year of our Lord one thousand eight hundred and *Sixty three*



Alva M. Whipple President.

John F. Toney Clerk.

Executed and delivered in presence of

Sam. S. Hovey

No. 126, 127

sent Mass. W. Dr. Cray & Co. as below

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Eighty Seven* *50/100* dollars paid to them by *Nathan Crosby* *Stephen and Rebecca M. Crosby* *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Crosby & Co.* and *their* heirs and assigns, *one* lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number One* and numbered *one hundred twenty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *six hundred* superficial square feet. *also the space between said lots containing one hundred fifty feet in all seven hundred fifty feet*

To have and to hold the aforegranted premises unto the said *Crosby and Co. & their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Crosby and Co. & their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Crosby & Co.* for the purposes above expressed; and that they will warrant and defend the same unto the said *Crosby and Co. & their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *February* in the year of our Lord one thousand eight hundred and *sixty three*



Oliver W. Whipple President.

John F. Stone Clerk.

Executed and delivered in presence of

John F. Stone

No. 1411

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
paid to them by *Archibald Bonnell and* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bonnell and Leach*
and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue* and numbered
ten hundred and six on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Bonnell and Leach*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantees *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Bonnell and Leach *their* heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Bonnell and Leach* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Bonnell and Leach* *their* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *twenty first* day of *April* in the year of our Lord one thousand
eight hundred and *twenty three*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Sam S. Hovey

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *William Sinden* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sinden* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Four hundred forty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Sinden and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sinden and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sinden* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sinden and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty third* day of *April* in the year of our Lord one thousand eight hundred and *ninety three*



Oliver Westhipple President.

John S. Rogers Clerk.

Executed and delivered in presence of

John S. Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Ebenezer Cleaves* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Cleaves* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty two* and numbered *one hundred one & two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Cleaves and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Cleaves and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Cleaves* for the purposes above expressed; and that they will warrant and defend the same unto the said *Cleaves and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twelfth* day of *April* in the year of our Lord one thousand eight hundred and *fifty three*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Lowell & Venton* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lowell & Venton*
 and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Franklin Avenue* and numbered
From hundred forty six on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantees *& their* heirs
 and assigns at all seasonable times. The said lot of land containing *6 hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Lowell & Venton & their*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *& their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Lowell & Venton & their heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Lowell & Venton* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Lowell & Venton & their* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *fourth* day of *May* in the year of our Lord one thousand
 eight hundred and *eighty three*



Oliver M. Whipple President.

John T. Rogers Clerk.

Executed and delivered in presence of *Am. S. H. W.*

No. 1530

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Jane W. Stark* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Stark* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Fifteen hundred thirty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Stark* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Stark* and *his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Stark* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stark* and *his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stark* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stark* and *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *May* in the year of our Lord one thousand eight hundred and *Forty three*



Oliver W. Whipple President.

Robert T. Jones Clerk.

Executed and delivered in presence of

John S. Hemenway

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Charlotte Garland* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Charlotte* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Six hundred fifteen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Charlotte and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Charlotte and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Charlotte* for the purposes above expressed; and that they will warrant and defend the same unto the said *Charlotte and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty second* day of *May* in the year of our Lord one thousand eight hundred and *Sixty three*



Oliver M. Whipple President.

John H. Rogers Clerk.

Executed and delivered in presence of

Sam. L. Honey

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *John Avery* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Avery*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Seven hundred and eight on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Avery and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Avery and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Avery* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Avery and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *four* day of *June* in the year of our Lord one thousand
 eight hundred and *seventy three*



Alvan T. Whipple President.

Robert T. Jones Clerk.

Executed and delivered in presence of

John S. Honey

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *David M. Estlin* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Estlin* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Five hundred fifty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Estlin* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred & 2 sq* superficial square feet.

To have and to hold the aforegranted premises unto the said *Estlin and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Estlin* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Estlin and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Estlin* for the purposes above expressed; and that they will warrant and defend the same unto the said *Estlin and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *second* day of *June* in the year of our Lord one thousand eight hundred and *sixty three*



Chas. J. Whipple President.
John T. Hony Clerk.

Executed and delivered in presence of *John T. Hony*

No. 1706

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Samuel Parker* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Parker* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Barnington Avenue* and numbered *One hundred and six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Parker and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Parker and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Parker* for the purposes above expressed; and that they will warrant and defend the same unto the said *Parker and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *June* in the year of our Lord one thousand eight hundred and *seventy three*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Mrs Sophia Monkland of Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Sophia* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Ten hundred nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *One hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Sophia and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sophia and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sophia* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sophia and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty fifth* day of *July* in the year of our Lord one thousand eight hundred and *nineteen*



Oliver M. Whipple President.
John T. Hayes Clerk.

Executed and delivered in presence of

John F. Hume

No. 1529

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Harrison and Frank Fairbanks* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Frank and Fairbanks* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Frank and Fairbanks* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Frank and Fairbanks* and their heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Frank and Fairbanks* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Frank and Fairbanks* and their heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Frank and Fairbanks* for the purposes above expressed; and that they will warrant and defend the same unto the said *Frank and Fairbanks* and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *July* in the year of our Lord one thousand eight hundred and *seventy three*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Saml. H. Hony

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Lowell Cemetery Association* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hayt & Hutton* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred thirty eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hayt and Hutton their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee's *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hayt and Hutton their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hayt and Hutton* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hayt & Hutton their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty ninth* day of *July* in the year of our Lord one thousand eight hundred and *twenty three*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *John F. Rogers*

No. 1542

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Cabrin Philbrick* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Philbrick* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Nashington Avenue* and numbered *Fifteen hundred forty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Philbrick* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Philbrick and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expencs, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Philbrick* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Philbrick and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Philbrick* for the purposes above expressed; and that they will warrant and defend the same unto the said *Philbrick and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty second* day of *August* in the year of our Lord one thousand eight hundred and *Sixty three*



Alvin M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Wm. Stickney

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Fredrick Frye* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Frye* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *North number fifty eight* and numbered *Thirteen hundred seventy nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Frye and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Frye and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Frye* for the purposes above expressed; and that they will warrant and defend the same unto the said *Frye and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *second* day of *September* in the year of our Lord one thousand eight hundred and *sixty three*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

For the same

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *M. H. Melvin* of *Lawrence* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Melvin* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *One hundred ten* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Melvin and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Melvin and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Melvin* for the purposes above expressed; and that they will warrant and defend the same unto the said *Melvin and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *September* in the year of our Lord one thousand eight hundred and *Sixty three*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

No. 556

Cancelled and not taken
this no having been indexed
May 1 1849

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
paid to them by *Louisa Lane* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lane*
and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *From Elm Avenue* and numbered
Five hundred fifty six on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Lane and her*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Lane and her heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Lane* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Lane and her* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *Seventeenth* day of *September* in the year of our Lord one thousand
eight hundred and *Twenty three*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Allen C. Lawrence* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lawrence* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue and Park St* and numbered *thirty six hundred seventy three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Lawrence and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lawrence and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lawrence* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lawrence and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *seventeenth* day of *September* in the year of our Lord one thousand eight hundred and *sixty three*



Chas M Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of *Jan S. Hovey*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
 paid to them by *Nath Stearns* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Stearns*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *South No Sixty* and numbered
Ten hundred and one on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Stearns and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *plus* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Stearns and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Stearns* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Stearns and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty* day of *October* in the year of our Lord one thousand
 eight hundred and *sixty three*



Olivia M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

James H. Stone

No. 1549

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Daniel Lovejoy* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lovejoy* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No Forty nine* and numbered *fifteen hundred sixty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *thirteen hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Lovejoy and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lovejoy and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lovejoy* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lovejoy and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirteenth* day of *October* in the year of our Lord one thousand eight hundred and *nineteen*



Oliver M. Whipple President.

Daniel Lovejoy Clerk.

Executed and delivered in presence of *As I Lovejoy*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
 paid to them by *Alfred Scott* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Scott*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Eleven hundred fifty one on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *two hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Scott and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Scott and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Scott* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Scott and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *thirtieth* day of *October* in the year of our Lord one thousand
 eight hundred and *nineteen*



Oliver M. Whipple President.

John F. Hayes Clerk.

Executed and delivered in presence of

John S. H. H.

No. 1543

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
paid to them by *Joseph A. Shaw* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Shaw*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue* and numbered
fifteen hundred forty three on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *Shaw* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Shaw and his*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *Shaw* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Shaw and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Shaw* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Shaw and his* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *thirtieth* day of *April* in the year of our Lord one thousand
eight hundred and *nineteen*



Oliver F. Whipple President.

J. H. Rogers Clerk.

Executed and delivered in presence of

Sam. S. Hony

No. 1567

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Scob H Smith and Benjamin Lawrence of Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Smith & Lawrence* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number forty nine* and numbered *Fifteen hundred sixty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *Smith & Lawrence* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Smith & Lawrence and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Smith & Lawrence* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Smith & Lawrence and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Smith & Lawrence* for the purposes above expressed; and that they will warrant and defend the same unto the said *Smith & Lawrence and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *November* in the year of our Lord one thousand eight hundred and *Twenty three*



Oliver M. Whipple President.

John T. Hager Clerk.

Executed and delivered in presence of

John T. Hager

Evidence goes to show that Mr Rogers made error in writing this deed and same should have been to "Abram" Spofford

No. 1132

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Amos Spofford* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Spofford* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Eleven hundred thirty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Spofford and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Spofford and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Spofford* for the purposes above expressed; and that they will warrant and defend the same unto the said *Spofford and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *December* in the year of our Lord one thousand eight hundred and *thirty three*



Oliver M. Whipple President.

John T. Hovey Clerk.

Executed and delivered in presence of

Wm. L. Hovey

No. 1609

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Matthew Pratt* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Pratt* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Sixteen hundred nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Pratt* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Pratt and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Pratt* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Pratt and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Pratt* for the purposes above expressed; and that they will warrant and defend the same unto the said *Pratt and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *December* in the year of our Lord one thousand eight hundred and *Eighty three*



Oliver M. Whipple President.

John F. Hayes Clerk.

Executed and delivered in presence of

John F. Hayes

No. 957

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mrs Samuel Garland* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Garland* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Pathe number Sixty* and numbered *Nine hundred fifty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Garland* and her heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Garland and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Garland and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Garland and her* for the purposes above expressed; and that they will warrant and defend the same unto the said *Garland and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *December* in the year of our Lord one thousand eight hundred and *Sixty three*



Oliver M. Whipple President.

John T. Poiry Clerk.

Executed and delivered in presence of

John J. Honey

No 1380 a Perkins & the original joint and Committed and
" 1381 W Burnham & separate and given in accordance with
memo annexed -

No. 1380.
1381.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty* dollars
paid to them by *Abel Perkins & Walter Burnham* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Perkins & Burnham*
and *their* heirs and assigns, *one* lots of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Path Number Fifty Eight* and numbered
fifteen hundred eighty one on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantees *Perkins & Burnham* and their heirs
and assigns at all seasonable times. The said lot of land containing *one hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Perkins & Burnham* and their
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee & *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Perkins & Burnham and *their* heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Perkins & Burnham* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Perkins & Burnham* and *their* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *thirtieth* day of *December* in the year of our Lord one thousand
eight hundred and *sixty three*



Alfred M. Whipple President.

John S. Hovey Clerk.

Executed and delivered in presence of

John S. Hovey

No. 1576

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Charles Boncher* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Boncher* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred twenty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Boncher and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *thus* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Boncher and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Boncher* for the purposes above expressed; and that they will warrant and defend the same unto the said *Boncher and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirteenth* day of *January* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Wm L & Wm Mason* of *Lowell*, the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Mason's* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Eleven hundred and thirty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Mason's and their* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mason's and their* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mason's* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mason's and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *seventeenth* day of *April* in the year of our Lord one thousand eight hundred and *Eighty four*



Oliver M. Whipple President.

John T. Jones Clerk.

Executed and delivered in presence of

Samuel Stone

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Mathew Robinson* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Robinson*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Fifteen hundred twenty seven on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *Robinson* and his heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Robinson and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *Robinson* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Robinson and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Robinson* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Robinson and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *twenty ninth* day of *April* in the year of our Lord one thousand
 eight hundred and *ninety four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

Samuel Stone

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Wm Bennett* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Bennett*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Franklin Avenue* and numbered
Three hundred thirty three on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Bennett and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Bennett and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Bennett* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Bennett and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *6th* day of *May* in the year of our Lord one thousand
 eight hundred and *forty four*



Oliver W. Whipple President.

John F. Jones Clerk.

Executed and delivered in presence of

John F. Jones

No. 1608

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Three* *five* dollars paid to them by *Joseph Santelle* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Santelle* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Santelle and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sculpchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Santelle and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Santelle* for the purposes above expressed; and that they will warrant and defend the same unto the said *Santelle and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *June* in the year of our Lord one thousand eight hundred and *Sixty four*



Chas Mc Whipple President.

Robert Taylor Clerk.

Executed and delivered in presence of

Saml H. Hovey

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Amos A. Cambridge* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Cambridge*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Ranikin Avenue* and numbered
Five hundred fifty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Cambridge and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Cambridge and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Cambridge* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Cambridge and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *ninth* day of *June* in the year of our Lord one thousand
 eight hundred and *sixty four*



Chas M. Whipple President.

John T. Rogers Clerk.

Executed and delivered in presence of

John T. Rogers

No. 1610

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Rufus Hunt* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hunt* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *nine hundred ten* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *this* heirs and assigns at all seasonable times. The said lot of land containing *thirteen hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hunt and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *this* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hunt and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hunt* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hunt and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *June* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Leonard Worcester* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Worcester* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number twenty five* and numbered *from hundred thirteen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Worcester and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Worcester and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Worcester* for the purposes above expressed; and that they will warrant and defend the same unto the said *Worcester and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *June* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver M. Whipple President.

Robert T. Jones Clerk.

Executed and delivered in presence of *Sam. Strong*

No. 1591

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *William Kelly* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Kelly* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *State route* and numbered *fifteen hundred ninety two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Kelly and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Kelly and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Kelly* for the purposes above expressed; and that they will warrant and defend the same unto the said *Kelly and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *June* in the year of our Lord one thousand eight hundred and *twenty four*



Oliver M. Whipple President.

John F. Hayes Clerk.

Executed and delivered in presence of

Wm. S. Howe

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Mrs David Waite* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Waite* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty two* and numbered *Sixteen hundred fifty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Waite and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Waite and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Waite* for the purposes above expressed; and that they will warrant and defend the same unto the said *Waite and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *June* in the year of our Lord one thousand eight hundred and *Eighty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

As I have

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Sam. M. Hanson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hanson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path 2 miles by daylight* and numbered *fifteen in the north five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hanson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hanson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hanson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hanson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *June* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver M. Whipple President.

John P. Hoag Clerk.

Executed and delivered in presence of *Am. J. Hoag*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Louisa C Lane* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Lane*
 and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Franklin Avenue* and numbered
from hundred forty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Lane and her*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Lane and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Lane* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Lane and her* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *fourteenth* day of *June* in the year of our Lord one thousand
 eight hundred and *ninety four*



Oliver H. Whipple President.

John T. Stacey Clerk.

Executed and delivered in presence of *Saml. Hovey*

No. 1566

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *L A Fabron* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Fabron* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the ways called *paths two forty eight and forty nine* and numbered *fifteen hundred sixty six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Fabron and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fabron* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fabron* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fabron and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *June* in the year of our Lord one thousand eight hundred and *sixty four*



Chas M Whipple President.

John F Rogers Clerk.

Executed and delivered in presence of

Jas Hony

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *J. S. & H. Welch* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *J. S. & H. Welch* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Three hundred forty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *J. S. & H. Welch* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *J. S. & H. Welch* and their heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *J. S. & H. Welch* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *J. S. & H. Welch* and their heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *J. S. & H. Welch* for the purposes above expressed; and that they will warrant and defend the same unto the said *J. S. & H. Welch* and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *August* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver B. Whipple President.

Robert F. Rogers Clerk.

Executed and delivered in presence of

John S. Hovey

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Wm H Cutler* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Cutler* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Eleven hundred thirty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Cutler and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Cutler and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Cutler* for the purposes above expressed; and that they will warrant and defend the same unto the said *Cutler and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *August* in the year of our Lord one thousand eight hundred and *Eighty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *John F. Rogers*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mary B. Dexter* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Dexter* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *State Number Forty Eight* and numbered *Fifteen hundred thirty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Dexter and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dexter and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dexter* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dexter and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirty first* day of *August* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *John F. Rogers*

No. 1571

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Joseph N Wright* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wright* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty nine* and numbered *fifteen from the entrance* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Wright* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Wright and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Wright* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wright and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wright* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wright and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *September* in the year of our Lord one thousand eight hundred and *twenty four*



Chas M Phipps President.

John F. Hays Clerk.

Executed and delivered in presence of

John A. Hays

No. 1593

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Three hundred* dollars
paid to them by *Thomas A. Wats* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wats*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Little Memorial Ave. Wm* and numbered
Fifteen hundred and ninety three on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *Three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Wats and his*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Wats and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Wats* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Wats and his* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *third* day of *September* in the year of our Lord one thousand
eight hundred and *sixty four*



Oliver M. Whipple President.

John F. Hojar Clerk.

Executed and delivered in presence of

Frederick

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Mrs. Marcelina B. Wilder* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wilder* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Three hundred Eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Wilder and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wilder and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wilder* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wilder and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *September* in the year of our Lord one thousand eight hundred and *Eighty four*



Oliver M. Whipple President.

John S. Hovey Clerk.

Executed and delivered in presence of

John S. Hovey

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Joseph L. Hayes* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Hayes* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number forty eight* and numbered *fifteen hundred ninety six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Hayes* heirs and assigns at all seasonable times. The said lot of land containing *Two hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Hayes and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled “An Act to incorporate the Proprietors of the Lowell Cemetery.”

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hayes and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hayes* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hayes and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *September* in the year of our Lord one thousand eight hundred and *eighty four*



Oliver M. Mapple President.

Robert Hayes Clerk.

Executed and delivered in presence of

Samuel Hayes

No. 1263

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Samuel J. Gibby* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Gibby* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 10* and numbered *Three hundred* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Gibby* and his heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Gibby and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Gibby* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Gibby and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Gibby* for the purposes above expressed; and that they will warrant and defend the same unto the said *Gibby and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventh* day of *September* in the year of our Lord one thousand eight hundred and *Sixty four*



Oliver M. Shiple President.

John F. Hayes Clerk.

Executed and delivered in presence of *John J. Moore*

No. 1278

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Forty six 67/100* dollars
paid to them by *Daniel Brooks & Co* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Brooks & Co*
and *their* heirs and assigns, one lot of land *and one hundred feet adjoining* in the County of Middlesex,
situated on the way called *Path number Fifty six* and numbered
Three from the corner of Eight on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs
and assigns at all seasonable times. The said lot of land containing *Four hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Brooks & Co* *their*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *5* *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Brooks & Co *their* heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Brooks & Co* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Brooks & Co* *their* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *Eightth* day of *September* in the year of our Lord one thousand
eight hundred and *eighty four*

Oliver M. Whipple President.

John P. Rogers Clerk.



Executed and delivered in presence of

James S. Hovey

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Christopher Whitman* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Whitman* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *State Number ten* and numbered *Eight hundred and eighty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Whitman* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Whitman and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Whitman* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Whitman and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Whitman* for the purposes above expressed; and that they will warrant and defend the same unto the said *Whitman and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty four*



Oliver M. Phillips President.

John F. Rogers Clerk.

Executed and delivered in presence of

Wm. H. H. H.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
 paid to them by *Alanson Wright* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wright*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Fifth Number Fifty Six* and numbered
Three hundred and Seventy nine on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *Wright* and *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Wright and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *Wright* and *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Wright and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Wright* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Wright and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *Twenty seventh* day of *September* in the year of our Lord one thousand
 eight hundred and *Twenty four*



Oliver M. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of

Dr. McKney

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Chambers & Knapp* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Knapp* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Thirteen hundred thirty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Thirteen hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Knapp and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Knapp and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Knapp* for the purposes above expressed; and that they will warrant and defend the same unto the said *Knapp and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *September* in the year of our Lord one thousand eight hundred and *twenty four*



Abner M. Knapp President.

John P. Rogers Clerk.

Executed and delivered in presence of

Sam L. Honey

No. 1370

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Mrs. Franklin Webster* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Webster* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number thirty nine* and numbered *Fifteen hundred seventy* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *& her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Webster and her* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *& her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Webster and her* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Webster* for the purposes above expressed; and that they will warrant and defend the same unto the said *Webster and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *first* day of *October* in the year of our Lord one thousand eight hundred and *forty four*



Oliver W. Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of

Samuel S. Honey

No. 418

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Horace B. Shattuck* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Shattuck* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number Twenty five* and numbered *from hundred eighteen* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Shattuck and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Shattuck and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Shattuck* for the purposes above expressed; and that they will warrant and defend the same unto the said *Shattuck and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *first* day of *October* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver W. Whipple President.

John F. Hovey Clerk.

Executed and delivered in presence of

Sam. S. Hovey

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
 paid to them by *Sam. Gannett* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Gannett*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Fifteen hundred thirty eight on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Three hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Gannett and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Gannett and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Gannett* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Gannett and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *first* day of *October* in the year of our Lord one thousand
 eight hundred and *thirty four*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John F. Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *J. Edwin Conant* of *New York* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Conant* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *North Number One* and numbered *Five hundred forty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Conant* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Conant and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Conant* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Conant and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Conant* for the purposes above expressed; and that they will warrant and defend the same unto the said *Conant and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *first* day of *October* in the year of our Lord one thousand eight hundred and *twenty four*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of *Sam I. Hovey*

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty five* dollars
 paid to them by *W. P. Samborn* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Samborn*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Abraham Avenue* and numbered
Thirteen hundred and eighty three on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *Thirteen hundred*
 superficial square feet.

To have and to hold the aforegranted premises unto the said *Samborn and his*
 heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
 in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
 within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
 cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
 which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
 diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
 plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
 the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
 hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
 the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
 are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
 shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
 major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
 may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
 appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Samborn and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they are
 free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
 to the said *Samborn* for the purposes above expressed; and that they
 will warrant and defend the same unto the said *Samborn and his* heirs and
 assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
 instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
 the *fifteenth* day of *October* in the year of our Lord one thousand
 eight hundred and *Sixty four*



Stamp

Oliver W. Whipple President.

Robert F. Rogers Clerk.

Executed and delivered in presence of

Wm. H. Hony

No. 572

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *John C. Wilson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Wilson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Number ten* and numbered *Eight hundred Twenty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Wilson* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the aforegranted premises unto the said *Wilson and his* heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Wilson* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wilson and his* heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wilson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wilson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty second* day of *October* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver M. Whipple President.

Robert T. Rogers Clerk.

Executed and delivered in presence of

A. Gage

